

Terms and Conditions – Subscriptions

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Affiliate: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Articles: any written articles, news reports, essays or written content which is made available by With Intelligence to Authorised Users as part of the Services.

Applicable Data Protection Laws: to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data or, to the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Client is subject, which relates to the protection of personal data (which may include but not be limited to the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended).

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Services in accordance with the terms of this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Brand: the brand under which the Services are provided to the Client, as is indicated at the top of the Order Form.

Confidential Information: any information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Applicable Data Protection Laws.

Client Data: any data inputted onto the Software by the Client, Authorised Users, or With Intelligence on the Client's behalf for the purpose of using the Services or facilitating the Client's use of the Services.

Cross Border Data Transfer Addendum (Subscriptions): With Intelligence's cross border personal data transfer addendum setting out the terms on which With Intelligence may transfer personal data to the Client, as is set out at (<https://terms.withintelligence.com/Cross%20Border%20Data%20Transfer%20Addendum%20%28Subscriptions%29%20%281%29.pdf>) and as may be updated from time to time.

Data: any data, content or information which is provided to the Client through a Data Product.

Data Product: a service which is expressly marked on the Order Form as a Data Product.

Data Processor Schedule: With Intelligence's data processor schedule setting out the terms on which With Intelligence may, in certain circumstances, act as a data processor of the Client, as is set out at (<https://terms.withintelligence.com/Data%20Processor%20Schedule%20%281%29.pdf>) and as may be updated from time to time.

Derived Data: analytics, models, and/or statistics created by the Client and/or its Authorised Users as the result of the any aggregation, analysis, manipulation or interpretation of the Data carried out by an Authorised User.

Effective Date: the date of this agreement.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Initial Term: the period between Start Date and End Date as is set out on the Order Form.

Merger Fee: revised Subscription Fees for the Services based on the increased benefit the Client may receive from the Services due to the enlarged size and nature of the Client's business following a Transfer.

Order Form: the signed order form to which these Terms and Conditions are attached which describes the Services which will be provided by With Intelligence.

Renewal Period: any additional one year period that the agreement is renewed for at the end of the Initial Term or any subsequent Renewal Period in accordance with clause 14.1.

Services: the subscription services provided by With Intelligence to the Client under this agreement as is set out on the Order Form.

Software: the online software applications provided by With Intelligence as part of the Services.

Subscription Fees: the subscription fees payable by the Client to With Intelligence for the User Subscriptions, as is set out on the Order Form.

Term: the term of this agreement, being the Initial Term and plus any Renewal Periods.

Transfer: where the Client or an Affiliate of the Client merges with or acquires any interest, shares or otherwise obtains control of a third party or if any third party merges with or acquires such an interest in or control over the Client or an Affiliate of the Client.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

USA Specific Provisions Schedule (Subscriptions): the USA specific provisions schedule as is set out at <https://terms.withintelligence.com/USA%20Specific%20Provisions%20Schedule%20%28Subscriptions%29%20%281%29.pdf>) and as may be updated or amended from time to time.

User Subscriptions: the user subscriptions purchased by the Client in accordance with the Order Form which permit Authorised Users to access and use the Services in accordance with the terms of this agreement.

1.2. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

1.3. A reference to a company shall include any company, corporation, limited liability partnership or other body corporate, wherever and however incorporated or established.

1.4. A reference to writing or written includes e-mail.

2. USER SUBSCRIPTIONS

2.1. Subject to the Client paying the Subscription Fees in accordance with clause 10.1 and the Client's strict compliance with the terms and conditions of this agreement, With Intelligence hereby grants to the Client a non-exclusive, non-transferable, limited right to permit the Authorised Users to use the Services during the Term in accordance with the terms of this agreement.

2.2. The Client shall ensure that:

- a. the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;
- b. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the Client shall ensure that the previous Authorised User shall cease all use of the Services;
- c. it shall maintain a written, up to date list of current Authorised Users and provide such list to With Intelligence within five (5) Business Days of With Intelligence's written request;
- d. each Authorised User shall not provide copies of any Article to any individual who is not also an Authorised User; and
- e. the Authorised Users do not download or print more than one copy of each Article and, where an Authorised User does download or print such a copy, they may do so only for the sole purpose of reading the Article themselves. Any electronic copy made by an Authorised User may only be saved on that Authorised User's local device or their personal cloud-based user area which only that Authorised User can access. No more than ten Articles may be held by each Authorised User at any one time and no more than one copy of any Article may be held by an Authorised User at any one time.

2.3. Except as may be required by any applicable law or permitted by any other clause of this agreement, the Client shall not and shall ensure that the Authorised Users shall not:

- a. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means;
- b. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- c. access all or any part of the Services in order to build a product or service which competes with, is similar to or analogous to with the Services;
- d. sell, resell, license, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit or otherwise provide, grant access or make the Services available to any third party;
- e. download and store any Articles on a company/cloud network which can be accessed by anyone who is not an Authorised User; or
- f. use or create any software or programs to automatically download, access, scrape, 'harvest', parse or otherwise process Articles or Data.

2.4. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and in the event that the Client discovers any such unauthorised access or use the Client shall notify With Intelligence immediately.

2.5. Any breach by the Client of this clause 2 shall be deemed to be a material breach of this agreement.

3. ACCOUNTS AND PASSWORD

3.1. Authorised Users will each be given a username and password. As part of the initial set-up, each Authorised User will be asked to change their password. The Client shall ensure that each Authorised User keeps their password private and confidential and that they do not share such details with any other person.

3.2. With Intelligence may suspend or disable any username or password immediately if it reasonably believes that the Client or an Authorised User has breached any of the terms of this agreement, including but not limited to a breach of this clause 3. If With Intelligence reasonably believes that the Client or an Authorised User is in breach of clause 3.1 above then, without prejudice to any other rights or remedies that With Intelligence may have, With Intelligence may immediately (i) terminate that Authorised User's access or, where With Intelligence reasonably believes that such unauthorised use was caused by the Client, all Authorised Users' access to the Services; and (ii) charge the Client for an additional User Subscription for each third party who used or accessed the Services using an Authorised User's username and password.

4. SERVICES

4.1. With Intelligence shall, during the Term, provide the Services to the Client on and subject to the terms of this agreement.

4.2. With Intelligence shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- a. any period of planned maintenance, the details of which will be notified to the Client in advance; and
- b. the duration of any unscheduled maintenance which is the result of an unexpected outage or error in the Services, in the event of which With Intelligence shall complete such maintenance as soon as is reasonably practicable and possible to do so.

5. CLIENT DATA

5.1. Each of With Intelligence and the Client shall be a data controller (as that term is defined by the UK GDPR) in connection with the processing of personal data in the performance of each party's obligations under this agreement.

5.2. Each party shall comply with their respective obligations under Applicable Data Protection Laws arising in connection with this agreement.

5.3. The Client hereby consents to all actions taken by With Intelligence in connection with the processing of any personal data of the Client or otherwise provided to With Intelligence by or on behalf of the Client and/or the Authorised Users provided that such processing is in compliance with the then-current version of With Intelligence's privacy policy available at www.withintelligence.com/privacy/. Without prejudice to clause 5.2, in the event of any inconsistency or conflict between the terms of With Intelligence's privacy policy and this agreement, the privacy policy will take precedence. The Client agrees and undertakes to notify the Authorised Users, its personnel, representatives and agents that their personal data will be transferred to With Intelligence and shall provide them with a link to the With Intelligence privacy policy and shall procure all required consents from the data subjects.

5.4. Without prejudice to clause 5.1 above, to the extent that With Intelligence is deemed to act as a processor of the Client in performing its obligations under this agreement or in connection with it, the Data Processor Schedule set out at (<https://terms.withintelligence.com/Data%20Processor%20Schedule%20%281%29.pdf>) shall apply and be deemed to form an integral part of this agreement.

5.5. Where the Client is established in a location outside of the United Kingdom or Economic Area or in any other country not subject to finding of adequacy in accordance with Article 45 of the UK GDPR ("**Third Country**"), the Cross Border Data Transfer Addendum (Subscriptions) shall apply in respect of any transfers of personal data made by With Intelligence to the Client within the relevant Third Country and shall be deemed to form an integral part of this agreement.

5.6. The Client shall indemnify With Intelligence on demand from any liability, cost, charge, damages, expense or loss (including all interest, penalties and legal costs and all other professional costs and expenses) which With Intelligence suffers as a result of the Client's breach of (i) this clause 5; or (ii) any Applicable Data Protection Laws.

6. SUBSCRIPTIONS TO DATA PRODUCTS

6.1. This clause 6 shall apply to any Services which are indicated on the Order Form as being a Data Product.

6.2. Subscriptions to Data Products shall be delivered exclusively online.

6.3. Each Authorised User of a Data Product is permitted to access, print, reproduce, display, download or store the Data to the extent reasonably necessary, which may include aggregation, analysis and interpretation of the Data.

6.4. Any Derived Data may be used and disclosed in reports and presentations of the Client provided that:

a. With Intelligence and the relevant Brand are acknowledged as the source of the original data upon which the Derived Data is based, and such reports and presentations are only distributed or shared internally or to customers or clients of the Client who are either accredited investors or fund management professionals;

b. the Derived Data is only disclosed for the purpose of supporting the analysis or findings of such reports or presentations and the Client shall only disclose the Derived Data to the minimum extent required to achieve that purpose;

c. the disclosure or dissemination of the Derived Data is not in itself the primary purpose of such reports or presentations; and

d. any disclosure of the Derived Data does not occur on a systematic basis or as part of an automated process.

6.5. Authorised Users may input the Data onto the Client's internal or proprietary industry specific data processing applications provided that by doing so the Data does not become available in unmodified form or readily extractable by any persons other than Authorised Users.

6.6. Authorised Users shall not disclose, disseminate, distribute or make available to anyone who is not an Authorised User any unmodified Data or Data which has been modified but remains identifiable or readily extractable to any other person in any way other than except as is permitted by clause 6.4 above.

7. THIRD PARTY PROVIDERS

7.1. The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties and that where the Client or an Authorised User does so, they do so solely at their own risk. With Intelligence makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, with any such third party. With Intelligence does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. WITH INTELLIGENCE'S OBLIGATIONS

8.1. With Intelligence shall perform the Services with reasonable skill and care.

8.2. With Intelligence owes no obligations to the Client to the extent that: (i) the Client's use of the Services is in breach of any law, the terms this agreement or contrary to With

Intelligence's instructions, or (ii) where the Client or any third party modifies or alters the Services or any Article in any way except as is expressly approved by With Intelligence in writing.

8.3. If the Services are not delivered in conformance with clause 8.1 then With Intelligence shall use its reasonable commercial endeavours to promptly correct any such non-conformance. Such correction constitutes the Client's sole and exclusive remedy for any breach of clause 8.1. Notwithstanding the foregoing:

- a. All Services, Data and Articles are provided on an 'as is' basis.
- b. With Intelligence does not warrant that the Client's use of the Services will be uninterrupted or error-free nor that the Services and/or the information obtained by the Client through the Services will meet the Client's requirements or expectations, whether or not such requirements or expectations were made known to With Intelligence on or prior to the Effective Date;
- c. With Intelligence is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks; and
- d. the Client acknowledges that all Articles are essentially journalistic in their nature and may, in part, be based upon the personal opinions of the writer.

8.4. With Intelligence warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

9. CLIENT'S OBLIGATIONS

9.1. The Client shall:

- a. promptly provide With Intelligence with:
 - i. all necessary co-operation in relation to this agreement;
 - ii. all necessary access to such information and systems of the Client as may be reasonably required by With Intelligence for the purpose of delivering or providing the Services, including but not limited to Client Data, Client personal data and any security access information necessary for the purpose of configuring the Services;
- b. comply with all applicable laws and regulations with respect to its activities under this agreement;
- c. ensure that the Authorised Users use the Services in accordance with the terms of this agreement and shall be responsible for any Authorised User's breach of this agreement and any act or omission of an Authorised User which relates to the Services;
- d. be solely responsible for procuring and maintaining such network connections and telecommunications links as may be necessary to access the Services; and

10. CHARGES AND PAYMENT

10.1. The Client shall pay the Subscription Fees to With Intelligence for the User Subscriptions within thirty (30) days following the date of the invoice.

10.2. If With Intelligence has not received payment in accordance with the payment terms attached to the invoice and by the due date indicated then, without prejudice to any other rights and remedies of With Intelligence:

- a. With Intelligence may, without liability to the Client, suspend all or part of the Services until such time that any amounts owing to With Intelligence are paid; and
- b. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank Plc from time to time, commencing from and including the due date and continuing until fully paid, whether before or after judgment.

10.3. All amounts and fees stated or referred to in this agreement:

- a. shall be payable in pounds sterling unless otherwise stated on the Order Form or agreed in writing by With Intelligence;
- b. are non-cancellable and non-refundable; and
- c. are exclusive of value added tax, which shall be added to With Intelligence's invoices at the appropriate rate.

10.4. With Intelligence shall upon giving 30 days' prior notice to the Client be entitled to increase (i) the Subscription Fees; and (ii) the fees payable in respect of any additional User Subscriptions which the Client is obliged to purchase pursuant to clause 3.2 or has chosen to purchase at the start of each Renewal Period and the Order Form shall be deemed to have been amended accordingly.

10.5. In the event that the Client or any Affiliate of the Client that has a right to access the Services is a party to a Transfer:

- a. this agreement shall remain in full force and effect;
- b. With Intelligence may offer the Client a Merger Fee; and
- c. unless and until the Client pays the Merger Fee, the Client agrees that no person who was (or, after the Transfer, is) an employee, contractor or other personnel of the relevant third party prior to the Transfer shall access, use or benefit in any way from the Services or shall otherwise be deemed to be Authorised User(s) under this agreement.

11. PROPRIETARY RIGHTS

11.1. The Client acknowledges and agrees that With Intelligence and/or its licensors shall at all times retain full ownership of all intellectual property rights in the Articles, the Data and the Services. Except as expressly stated herein, this agreement does not grant the Client any rights or licences to or in any copyright, database right, patents, trade secrets, trade names or trademarks or other intellectual property rights (whether registered or unregistered) that With Intelligence owns, controls or has licensed from a third party.

12. CONFIDENTIALITY

12.1. Each party may be given access to Confidential Information relating to the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

- a. is or becomes publicly known other than through any act or omission of the receiving party;
- b. was in the other party's lawful possession before the disclosure;
- c. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- d. is independently developed by the receiving party, which independent development can be shown by written evidence; or
- e. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

12.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.

12.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

12.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

12.5. This clause 12 shall survive termination of this agreement, however arising.

13. LIMITATION OF LIABILITY AND INDEMNITY

13.1. This clause 13 sets out the entire financial liability of With Intelligence (including any liability of With Intelligence for the acts or omissions of its employees, agents and sub-contractors) to the Client:

- a. arising under or in connection with this agreement;
- b. in respect of any use made by the Client of the Services or any part of them; and
- c. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

13.2. Except as expressly and specifically provided in this agreement:

- a. the Client assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use, including but not limited to any trading, investment or commercial decisions;
- b. With Intelligence shall have no liability for any damage caused by errors or omissions in any information, instructions, advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of the Client or any client of Client or for any scripts provided to the Client With Intelligence in connection

with the Services, or any actions taken by the Client, made or taken in reliance of, or based on, any of the Services (including in any Data or Derived Data) at With Intelligence's direction or suggestion;

c. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

d. the Services are provided to the Client on an "as is" basis in accordance with clause 8.3.a.

13.3. Nothing in this agreement excludes the liability of either party:

a. for death or personal injury caused by that party's negligence; or

b. for fraud, fraudulent misrepresentation or wilful misconduct.

13.4. Subject to clause 13.2 and clause 13.3:

a. Neither party shall be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement;

b. With Intelligence's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the greater of (i) the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose; and (ii) £500; and

c. With Intelligence shall not be liable to the Client in the event that the Client is in breach of any of its obligations under this agreement, including but not limited to those set out at clause 9.

13.5. With Intelligence shall indemnify the Client against any damages, liabilities, costs and losses incurred as a direct result of any successful claim, action or proceeding brought by a third party that the Client's use of the Services constitutes an infringement of that third party's intellectual property rights.

14. TERM AND TERMINATION.

14.1. The Services shall be provided for the Initial Term and, unless otherwise expressly agreed, shall automatically renew at the end of the Initial Period for a Renewal Period unless this agreement is terminated in accordance with clause 14.2 of this agreement.

14.2. Either party may terminate this agreement if: (a) that party gives at least 30 days written notice to the other party, such notice to take effect at the end of the Initial Term or any subsequent Renewal Period; (b) With Intelligence no longer has the right to license or distribute a material part of the Services; (c) the other party commits a breach of any material term or condition of this agreement and does not cure such breach within 30

days' written notice to do so; or (d) the other party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other party is adjudged bankrupt.

14.3. Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Services. Upon the termination of this agreement, or any Order Form; all Subscription Fees and any other sums owed by the Client at the date of termination shall automatically and immediately become due and payable.

14.4. Upon any expiration or other termination of an Order Form, all licenses granted under same immediately will terminate. All terms and conditions of the agreement will continue to apply to any Order Forms that have not been so terminated.

14.5. Except as is otherwise expressly stated in this agreement, the Client may not permanently retain any Data or Articles, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. The Client represents and warrants that upon any expiration or termination of this agreement or an Order Form, as applicable, the Client will immediately: (i) discontinue all use of Services, Articles, Data associated with any expired or terminated Order Forms; (ii) destroy any items relating to the Services, (including but not limited to Data, Software, Articles) and purge any Articles, Data from all electronic media; and (iii) upon request from With Intelligence provide written certification to With Intelligence that the Client has complied with this clause 14.5. With Intelligence reserves the right to audit the Client's databases and systems to ensure its compliance with this clause 14.5. In the event that With Intelligence learns that the Client has not complied with the terms of this 14.5 then With Intelligence may invoice the Client for a Renewal Period for each year that the Client is or has been in breach of this clause 14.5.

14.6. In the event that the Client terminates this agreement pursuant to clause 14.2 (b), (c) or (d) then With Intelligence shall refund the Client a pro-rated amount in respect of any prepaid Subscription Fees.

15. FORCE MAJEURE

15.1. Neither party be in breach of this agreement or shall owe any liability to the other if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of With Intelligence or any other party), failure of a utility service or transport or telecommunications network, pandemic, epidemic, public health emergency, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub- contractors, provided that the other is notified of such an event and its expected duration. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

16. GENERAL

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

16.2. 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.

16.3. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.4. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

16.5. This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

16.6. Neither party shall, without the prior written consent of the other, assign, transfer, charge, or deal in any other manner with all or any of its rights or obligations under this agreement except that either party may, after having given prior written notice to the other party, assign or transfer any or all of its rights and obligations under this agreement to:

a. an Affiliate for so long as the assignee remains an Affiliate; or

b. to any person to whom it transfers the part of its business to which this agreement relates, provided that the assignee undertakes in writing to the non-assigning party to be bound by the assignor's obligations under this agreement.

16.7. Nothing in this agreement is intended to or shall operate to create a partnership between the parties or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way.

16.8. This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.9. Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes or sent by email to the other email address as is set out on the Order Form.

16.10. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

16.11. In the event that there is any conflict between the terms of this agreement and any general terms and conditions set out on a With Intelligence website, the terms of this agreement shall prevail.

16.12. All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax which is required by law).

17. GOVERNING LAW & JURISDICTION

17.1. Subject to clause 17.2, this agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.

17.2. If the Client is incorporated in the United States of America, the provisions of the USA Specific Provisions Schedule (Subscriptions) shall apply.

This agreement has been entered into on the date stated at the beginning of it.

With Intelligence is registered in England with company number 03429596 and its registered office at One London Wall, LONDON, EC2Y 5BD, United Kingdom