

# invoX Pharma Limited

## Terms and Conditions of Purchase

### 1 INTERPRETATION

1.1 In this Agreement, the below terms have the following meanings:

**"Affiliate"** means any third party company or person nominated to act on behalf of a Party to this Agreement.

**"Agreement"** means this Purchase Order incorporating the invoX Terms and Conditions of Purchase.

**"Applicable Law"** means any laws, statutes, statutory instrument, orders, rules, regulations, and EU Directives that may be in effect from time relating to Goods and Services under this Agreement.

**"Business Day"** means a usual week day in England when banks in London are open for business.

**"Confidential Information"** means all non-public, confidential or proprietary information which the Disclosing Party discloses to the Receiving Party, whether disclosed orally or in writing and whether or not identified as "confidential." Confidential Information includes, without limitation, all information, findings, data or analyses, know-how, patents, designs, trade secrets, plans, processes, formulas, manufacturing techniques, discoveries, inventions and ideas, copyright and all other intellectual property, product specifications, drawings, photographs, equipment, devices, tools and apparatus, sales and marketing data and plans, pricing and cost information, materials, strategic and financial information, and any other technical or business information or intellectual property that ought reasonably be treated as confidential information.

**"Data Protection Legislation"** means any applicable privacy laws, including but not limited to (a) the United States Health Insurance Portability and Accountability Act of 1996 and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), (b) the Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR"), (c) the UK Data Protection Act 2018 and UK GDPR (as defined in section 3(10) of

the UK Data Protection Act 2018) and any applicable national legislation enacted thereunder.

**"Deliverables"** means all materials, documents and products developed by Supplier under this Agreement.

**"Disclosing Party"** means the Party to this Agreement disclosing the Confidential Information.

**"Goods"** means the goods specified in the Purchase Order.

**"Intellectual Property Rights" or "IP"** means any (1) any patents, copyrights, moral rights, database rights, trade marks, logos, business names or signs, domain names, design rights, including all rights or forms of protection having an equivalent or similar nature anywhere in the world, whether registered or not and including applications to register or rights to apply for registration; and (2) any and all rights in undisclosed or confidential information including, without limitation, know how, trade secrets, discoveries, developments, inventions (whether patentable or not), improvements, formulas, processes, compositions of matter, cell lines and progeny, formulations, methods of use or delivery and works of authorship.

**"invoX"** means invoX Pharma Limited and any invoX Affiliate.

**"Purchase Order" or "PO"** means this Agreement.

**"Receiving Party"** means the Party to this Agreement receiving the Disclosing Party's Confidential Information

**"Services"** means the Supplier services stated in this PO.

**"Specification"** means the technical description of the Goods or Services referred to in the Purchase Order;

**"Supplier"** means the person or company named in the PO supplying goods or services to invoX Pharma Limited

**"Terms and Conditions"** means the terms and conditions in this Agreement, as amended by the Parties.

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

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

1.4 These PO Terms and Conditions are deemed to be accepted by and binding on the Supplier on issue of a Purchase Order by invoX

1.5 Terms **including, include**, or any similar expression shall not limit the interpretation of the preceding words, description, definition, phrase or term.

### 2 PURCHASE AND SUPPLY OF GOODS AND SERVICES

2.1 These Terms and Conditions shall apply to all agreements and arrangements for the purchase of goods and services by invoX from the Supplier, to the exclusion of all other terms, unless the Parties have entered into a written commercial agreement, in which case the commercial agreement shall take precedence.

2.2 The Supplier shall supply the Goods and Services requested by invoX with a high degree of due care and skill of a competent Supplier, in accordance with all Applicable Laws and will not violate any third party agreement or obligation

2.3 The Supplier warrants that it has all necessary licences or consents required to supply the Goods and Services, and has fully paid for any royalties due to third parties.

### 3 SUPPLY OF GOODS

3.1 The Supplier will supply Goods of a high standard of quality, free from defects, utilising quality materials and workmanship as expected by a prudent and competent supplier in the industry.

3.2 The Supplier's Goods, will correspond with their description and any invoX specification, and will be supplied fit for any purposes that invoX expressly or impliedly makes known to the Supplier-

3.3 The Supplier will deliver the Goods, professionally packaged, labelled, transported and delivered to the delivery address in excellent condition, on or before the delivery date stated in the PO, and in all other circumstances within 14 days of the PO, stating the PO number.

3.4 The Supplier's packages and documents must contain all appropriate information and prominent warnings in English, labelled in accordance with all Applicable Laws.

3.5 Supplier will deliver the Goods in accordance with the Incoterm 2020 rule specified in the PO. Where no Incoterm is specified on the PO, Supplier will deliver the Goods in accordance with the Incoterm 2020 DAP. Supplier will promptly inform invoX should there be any anticipated delay in delivery.

3.6 Supplier will not deliver Goods late or in part instalments without invoX's prior written consent, and where the Goods are part delivered or incorrectly delivered, subject to invoX's other rights and remedies, the Supplier shall be responsible for any additional expense incurred in delivering them in full and to the correct delivery address.

3.7 All Goods supplied shall be subject to inspecting and testing by invoX, who shall have the right to reject Goods which are not fit for purpose or otherwise do not meet the Purchase Order specification or invoX's quality standards. A visual delivery inspection by invoX shall not relieve the Supplier with responsibility for any latent defect in Goods which is not evident from a visual delivery inspection.

3.8 Without prejudice to invoX other rights and remedies, any rejection of Goods under clause 3.7 shall entitle invoX to:

3.7.1 return the Goods to the Supplier at the Supplier's cost;

3.7.2 require the Supplier within a reasonable time to repair or replace the Goods at invoX's option in order for the Goods to confirm to invoX requirements or specification. Where it is necessary to unpackage or dismantle Goods, works or assembled items, such opening, dismantling and re-assembly shall take place at the Supplier's cost;

3.7.3 refuse to accept any further such Goods

3.7.4 dispose of or to destroy the rejected Goods at the Supplier's expense.

3.8 Save as for rejected Goods in clause 3.8, full legal title and risk in the Goods will pass to invoX on delivery, subject to any Incoterm in the Purchase Order.

#### **4 SUPPLY OF SERVICES**

4.1 Supplier represents and warrants that all Services shall be professionally delivered, correspond with the service descriptions procured in the Purchase Order and are fit for invoX purposes, whether expressly or impliedly notified by invoX to the Supplier.

4.2 In providing the Services, the Supplier will deliver all deliverables in a timely manner, meeting all critical performance deadlines, key performance indicators and / or service levels set out in the PO or otherwise notified by invoX to Supplier

4.3 The Supplier shall commission the services of individuals who are qualified, appropriately trained, experienced and in sufficient number, to perform the Services, using all due reasonable skill and care and working in accordance with recognised industry practices and standards in accordance with Applicable Laws;

4.4 Where the Supplier provides equipment, computerised equipment and / or software as a service ("Digital Services"), as part of the Services, it shall ensure invoX has an unrestricted royalty free license, with 99% uptime access to such Digital Services for the duration of the Agreement, and for a minimum period of three (3) months after termination to ensure efficient transfer of services, and such Digital Services are accurate and free from any corruption, malware, virus and other harmful defect, and where invoX information is contained in such Digital Services that it will be kept strictly confidential with a firewall from unauthorised access at all times. InvoX retains all propriety rights in the data assembly of its information on such Digital Services and shall be promptly returned to invoX in a readable and useable format on completion of the Agreement. The Supplier shall operate an IT support service during Business Days and ensure invoX information on such Digital Service platforms are appropriately backed up and maintained for software updates.

#### **5 PRICE AND PAYMENT TERMS**

5.1 The price for the Goods or Services is the price stated in the Purchase Order, including any breakdown for carriage, packaging, insurance and / or VAT unless otherwise stated in the PO.

5.2 Subject to invoX's right to refuse Goods and / or Services which were unsatisfactory or not fit for purpose, invoX will pay for the Goods and / or Services within ninety (90) days following complete delivery of such Goods and / or Services, and upon invoX's satisfactory receipt of an undisputed invoice.

5.3 The Supplier shall provide an invoice containing the following minimum information: VAT number and correct VAT information, the invoX Purchase Order number, a description of the goods and / or Services, any other information as invoX may request.

5.4 invoX will not be liable for Supplier costs which are not stated in a valid Purchase Order, unless otherwise agreed by the Parties in writing.

#### **6 REMEDIES**

6.1 Without prejudice to any other invoX, right or remedy where Goods and/or Services are not supplied in accordance with this Agreement, or otherwise, the Supplier fails to comply with, any of the terms of this Agreement, whether or not any part of the Goods or Services have been accepted by invoX, invoX, may at invoX's entire discretion:

6.1.1 immediately terminate the Agreement (in whole or part) upon written notice to the Supplier;

6.1.2 reject the Goods and / or Services (in whole or in part) in exchange for a full refund for such Goods (including the costs of returning the Goods) to be paid immediately by Supplier on return of the Goods;

6.1.3 accept those Goods which correspond to the PO, and return the remainder, in exchange for a refund for those Goods;

6.1.4 give Supplier the opportunity at Supplier's expense either to remedy any defect in the Goods or Services or to supply replacement Goods or Services and carry out any other necessary work within an agreed timeline to ensure that the terms of the Agreement are fulfilled;

6.1.5 require the Supplier to exchange any defective Goods with replacement Goods which meet invoX expectations;

6.1.6 claim for all liabilities, losses, damages, costs and expenses as may have been incurred by invoX in consequence of Supplier's breaches of the Agreement including in obtaining substitute goods from another seller; and/or

6.1.7 cancel any existing PO and refuse to enter into future PO without liability.

#### **7 AUDIT RIGHTS**

7.1 In addition to any audit rights separately agreed by the Parties, during the term of the Agreement and for three (3) years thereafter, invoX will have the right, during Supplier's normal

business hours, to audit Supplier's records and compliance with all provisions of the Agreement.

7.2 invoX will provide the Supplier with five (5) Business Days advance notice of any routine audit, however in the case of any exceptional audit instigated or conducted by a regulatory authority, security-related reviewer, law enforcement or pursuant to any non-compliance with the Agreement where invoX will give such notice as reasonably practicable.

7.3 In the case of all audits, the Supplier will provide reasonable cooperation, access and assistance (including access to Supplier personnel and facilities) to invoX and its auditors and regulators as they may reasonably require when conducting the audit.

## **8 INTELLECTUAL PROPERTY RIGHTS**

8.1 invoX retains ownership and all Intellectual Property Rights in all pre-existing materials, plans, drawings, tools, data, the information, patterns, specifications and / or designs, and invoX Confidential Information together "InvoX Background IP"), provided by invoX to Supplier.

8.2 The Supplier shall retain ownership and all Intellectual Property Rights in all pre-existing materials, plans, drawings, tools, data, the information, patterns, specifications and / or designs, together "Supplier Background IP"), which existed prior to this Agreement.

8.3 Following execution of any Purchase Order, invoX will automatically own all Intellectual Property Rights in any materials, information, plans, drawings, tools, data, the information, patterns, specifications and / or designs, results, designs, developments, ideas, discoveries or inventions designed, developed, made, produced or originated by Supplier or any of its employees, agents or contractors whilst performing the Services pursuant to any PO for invoX. 8.4 The Supplier will, at its own expense: (a) execute all such documents and do all such acts and things as invoX may request from time to time to secure invoX's full right, title and interest in the Intellectual Property Rights in the Goods and/or Services; and (b) procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) arising from in any and all Intellectual Property Rights in the Goods.

8.5 Supplier will comply with all copyrights in written material including computer software belonging to invoX or any third party and Supplier will not make any unauthorised copies of such material or software.

8.6 At any time during the term and within fourteen (14) days of termination of the Agreement, except as expressly stated in the Agreement, each party will shall return all rights, title and interest in Background IP to its owner.

8.7 This Agreement does not convey any licence rights, either express or implied, to another Parties' Intellectual Property unless expressly stated in the Agreement.

## **9 WARRANTIES, INDEMNITIES AND INSURANCE**

9.1 The Supplier will keep invoX fully indemnified against all losses, liability, costs, damages, claims, breaches of a statutory duty, regulatory obligation, reasonable legal costs and expenses (whether direct, indirect, consequential or otherwise), threatened, suffered or incurred by invoX as a result of any other following:

9.1.1 any negligence, misconduct, breach of contract or warranty, wilful deceit, act or omission of the Supplier;

9.1.2 any claim or liability arising from any defect in the Goods manufacture or supply, or the performance of Services, or arising from any breach of the agreement and / or liability arising under the Consumer Protection Act 1987 (or equivalent laws), save as to that which arises through a fault of invoX;

9.1.3 any claim that Goods misappropriates or infringes any third party Intellectual Property Right, where it was co-developed by the manufacturer and the manufacturer has infringed a third party's IP in the design, save as to any specification or design input from invoX;

9.1.4 any personal injury, death, loss or damage to tangible property to the extent resulting from Supplier 's breach of the Agreement; and

9.1.5 any breach of data protection, confidentiality and / or privacy obligations under the Agreement.

9.2 Supplier will maintain (during the term of the Agreement and for 1 year thereafter) appropriate insurance coverage with limits typical to its industry. Upon request, Supplier will provide to invoX a certificate reasonably satisfactory to invoX evidencing such insurance. Supplier agrees that the requirements under this

clause in respect of insurance coverage will not limit its liability under the Agreement. Any limitation, monetary or otherwise in such insurance policy will not be construed as a limitation on Supplier's liability and Supplier will, notwithstanding such limitation, remain liable in full for any matters and to any extent not covered by the insurance policy.

9.3 InvoX aggregate liability to the Supplier under this Agreement in respect of all direct losses, liability, costs, damages, claims, breach of contract, negligence, breaches of a statutory duty, regulatory obligation, breach of data protection or confidentiality, actually incurred by the Supplier shall be limited to the price of the PO under which the liability occurred.

## **10 CONFIDENTIALITY**

10.1 Supplier will, and will procure that its employees and subcontractors will, keep confidential (to the extent permitted by Applicable Law) any invoX Confidential Information. Supplier will not use invoX Confidential Information for any purpose other than to perform its obligations under the Agreement. Supplier will promptly return or destroy, upon invoX's request, all invoX Confidential Information in its possession or under its control on termination of the Agreement. This clause will survive termination or expiration of this Agreement.

## **11 DATA PRIVACY and DATA SECURITY**

11.1 Each Party will comply with its respective legal obligations under applicable Data Protection Legislation in its processing of any personal information exchanged under this Agreement and comply with any Data Processing Agreement (where this has been separately put in place).

11.2 At all times the Parties shall maintain adequate administrative, technical, and physical measures, controls, tools, systems, policies and procedures in accordance with good data security industry practice.

11.3 Supplier will notify invoX in writing about any security breach or cyber-attack affecting or which may affect any IT infrastructure or data or facilities owned, leased or used by Supplier, which may affect Supplier's ability to supply Goods and/or Services or otherwise comply with its obligations under the Agreement without undue delay and in any event within 24 hours after Supplier becomes aware of or suspects that a security

breach and/or cyber-attack has occurred. Such notification will be, in the first instance, sent by e-mail to the following e-mail address: [legal@invoXpharmalimited.com](mailto:legal@invoXpharmalimited.com) and immediately followed up by telephone to +44 20 3882 0886.

## 12 PRODUCT RECALL

12.1 Supplier shall immediately notify invoX and confirm in writing (providing all relevant details) if Supplier is aware that there may be or discover at any time that there is and known or suspected Notifiable Events:

12.1.1 any defect, error or omission in any of the Supplier's Goods, Services or Digital Services;

12.1.2 error or omission in the instructions for the use and/or handling of the Goods, Services and/or Digital Service;

12.1.3 complaint, action, claim, suit or proceedings against arising out of or in connection with the Goods;

12.1.4 disease, infection, illness or adverse health consequence or risk arising out of or in connection with the Goods (including the products or packaging which the Goods form part);

12.1.5 direction, order, notice or the like issued by a statutory or government body (in any jurisdiction) against Supplier and/or persons associated with Supplier and/or other persons who are performing services or providing goods in connection with the Agreement (including any sub-contractors), including but not limited to any manufacturing license suspension or revocation;

12.1.6 risk that invoX may suffer any incident that may damage its reputation or place any such party at risk of being found to be in breach of an Applicable Law, whether or not any such defect, error, omission or incident represents a breach of the Agreement, and whether or not any such defect, error, omission or incident has caused, is causing or may cause any risk of death, injury, damage to property or loss of reputation; and/or

12.1.7 risk that the Supplier will be in breach of the Agreement.

12.2. Where any Notifiable Event in clause 12.1 occurs, invoX may in its absolute discretion, at Supplier's cost, issue any notification (in writing or otherwise) to its customers or to consumers (whether directly or indirectly via a government or regulatory body) about the manner of use or operation of any relevant Goods, Services and/or Licensed Software or any other products into which any such Goods, Services and/or Licensed Software have been incorporated ("Product Recall"). The decision

to initiate (and scope of) any Product Recall shall be taken by invoX in its absolute discretion.

12.3 In the case of a Product Recall the Supplier shall:

12.3.1 cooperate reasonably with invoX and provide all assistance to ensure that the Product Recall is promptly and professionally managed.

12.3.2 procure that all representatives and persons associated with it or other persons who are performing services or providing Goods in connection with the Agreement (including any sub-contractors) shall follow any instructions received from invoX;

12.3.3 ensure that all batch records and product information relating to the Goods which are or which may be the subject of the Product Recall are retained and ensure that these records are immediately made available to invoX;

12.1.4 where requested by invoX, suspend all or any deliveries of the Goods, Services and/or Digital Services to invoX and only supply Goods which are approved by invoX in writing;

12.1.5 not make any public communications without prior approval from invoX, which communications shall not be unreasonably withheld or delayed; and

12.1.6 participate in conference calls and/or meetings scheduled at the discretion of invoX (treating all information received from such calls and meetings, as well as the fact of the Product Recall, as strictly Confidential Information and marked as such.

## 13 ANTI-BRIBERY AND CORRUPTION

13.1 Supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"); have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; promptly report to invoX any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of any supply of Goods or Services subject to a Purchase Order

13.2 Supplier represents and warrants that, except as disclosed to invoX in writing prior to the commencement of the Agreement: none of its significant shareholders (>25%

shareholding) or senior management has influence over invoX business; no significant shareholders, members of senior management, members of the Board of Directors, or key individuals who will be responsible for the provision of goods or services, are currently or have been in the past 2 years a government official with actual or perceived influence which could impact invoX business; it is not aware of any immediate relatives the persons listed above having a public or private role which involves making decisions which could impact invoX business or providing services or products to, or on behalf of invoX; Supplier does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of the Agreement; and it will maintain arm's length relations with all third parties with which it deals for or on behalf of invoX in performance of the Agreement. Supplier will notify invoX in writing at the earliest possible opportunity of any conflict of interest as described in this paragraph that arises during the term of the Agreement.

## 14 TERMINATION

14.1 invoX may terminate the Agreement, in whole or in part, without cause, by giving Supplier reasonable written notice. Immediately following termination of the Agreement, all work on the Agreement will discontinue and invoX will pay reasonable costs incurred up to the point of notice of termination.

14.2 invoX may immediately terminate the Agreement if the Supplier:

14.2.1 commits a material breach of any of the warranties, innominate terms, and conditions of the Agreement which is incapable of immediate remedy in the estimation of invoX;

14.2.2 commits a breach of the Agreement which is capable of remedy and fails to remedy the breach within thirty (30) days of the breach being identified;

14.2.3 becomes subject to an insolvency or adjudication of bankruptcy or similar proceedings or the Supplier's financial position deteriorates to such an extent that (in invoX opinion) Supplier is incapable of fulfilling its obligations under the Agreement.

14.2.4 reports or fails to report any of the Notifiable Events in clause 12.1 to invoX; and

14.2.5 breaches any Data Protection, Data Privacy and / or Confidentiality provision of this Agreement.

14.3 The Supplier may terminate the agreement, in whole or part, without cause, by giving invoX **twelve (12) months** written notice.

14.3 Termination of the Agreement, however arising, will be without prejudice to the rights of invoX which have accrued prior to termination. Terms or conditions set out in the Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

14.4 Within seven (7) days after termination of the Agreement for any reason, Supplier will at invoX's option and expense, deliver to invoX, or location designated by invoX, all quantities of Goods, unfinished Goods and / or Deliverables in its possession pursuant to the Agreement; at Supplier's cost, return to invoX all invoX Materials; and at Supplier's cost, ensure that all documents containing IP or information of a technical nature relating to the Goods, the manufacture of the Goods and the provision of Services, or any invoX Confidential Information, are to be returned to invoX or destroyed by Supplier at invoX's request.

#### **15 FORCE MAJURE**

15.1 invoX shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by a cause beyond that party's control, including but not limited to acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, or power failure. In the event of any force majeure, invoX may, by notice to Supplier, cancel any deliveries of Goods or Services (and the applicable Purchase Orders or parts thereof) which in invoX's opinion cannot be made within fourteen (14) days after the due date without incurring any liability on the part of invoX. Where the Supplier is relieved from performing any obligation it will not be entitled to payment for the performance of that obligation in respect of the period for which relief is obtained.

#### **16 GENERAL**

16.1 **Entire agreement.** This Agreement constitute the entire agreement between the Parties relating its subject matter and in relation to such subject matter supersede all earlier

understandings and agreements between the Parties. Each party acknowledges that it has not entered into this Agreement in reliance upon any representation or warranty other than as set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. This clause shall not exclude the liability of a party for fraud or fraudulent misrepresentation.

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

16.3 **Survival.** Any obligation of the Agreement which expressly survives expiry or termination of the Agreement or which, by its terms, requires performance after the termination or expiry of the Agreement, or has application to events that may occur after the termination or expiry of the Agreement, will survive such expiry or termination (including indemnification and confidentiality obligations).

16.4 **Assignment and other dealings.** Supplier shall not, without the prior written consent of invoX, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. invoX may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.

16.5 **Waiver of rights.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that (or any other) right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.

16.6 **Unenforceable provisions.** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

16.7 **Set Off and Counterclaim** InvoX may set off any sums due to the Supplier under this Agreement or otherwise from any due from or liability of the Supplier. The Supplier shall not be entitled to setoff sums owed by invoX under a PO for any other reason.

16.8 **Third party rights.** A person who is not a party to this Agreement shall have no rights to enforce this Agreement.

16.9 **Subcontractors.** Supplier will not assign, sub-contract, license or dispose of any part of this Agreement without the prior written consent of invoX. Where invoX gives written permission for the Supplier to appoint a subcontractor to perform its responsibilities, it will remain fully liable to invoX under this Agreement and will ensure any subcontractor is bound equivalent terms and conditions to those in the Agreement. invoX will have the right to revoke its approval of a subcontractor at no additional cost to invoX if the subcontractor's performance is inconsistent with the terms of this Agreement. The Supplier will not terminate or materially amend the terms of any approved subcontractor without invoX's prior written consent, which will not be unreasonably withheld or delayed.

16.10 **Independent Contractor Relationship.** The Parties to this Agreement are independent contractors. Neither party can offer or agree to incur or assume any obligations or commitments in the name of or on behalf of the other, except as specifically stated in this Agreement.

16.11 **Change of Control.** If during the term of the Agreement there is a change in the legal or beneficial ownership or control of Supplier, the Supplier will immediately so notify invoX writing, prior to such change of control taking effect.

16.12 **Governing law and jurisdiction.** This Agreement (and any claim relating to it, its subject matter, its enforceability or its termination, including non-contractual claims) is governed by and construed in accordance with English law and the courts of England and Wales shall have non-exclusive jurisdiction to resolve any such claim. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.