Shop Street (Technologies) Limited
7th Floor
8 Shepherd Market
London
W1J 7JY
www.shop-st.com

Order Form

Company Name	Londonist DMC Ltd
Company Registration	08392889
Company Address	5 Great James Street London WC1N 3DB
Email	asim@londonist.co.uk
Contact Number	020 7287 1912
Contract Start Date	01/02/2021
Contract Term	12 months
Contract End Date	01/02/2022

Programme	Shop St. benefits
Licence Commitment	500
Cost per Licence	£1.00 + VAT

Billing Frequency	Monthly
Payment Method	BACS
Payment Terms	On Receipt
First Payment Date	01/02/2021
First Payment Amount	£500 + VAT

This Order Form is governed by, incorporates and in all respects is subject to the attached Shop Street terms and conditions, as varied and amended by any special terms set out in the order form. I acknowledge and agree that acceptance is subject to status.

Signed:

Printed: Date:

Shop Street Terms and Conditions of supply of services and goods ("Terms")

Shop Street may vary these Terms at any time and will use its best endeavours to notify Customers (as defined below) but cannot be held liable for the actions or inactions of Customers in relation to varied Terms whether notified or not.

1.1 Definitions:

"Agreement" means the agreement between the Customer and Shop Street for the supply of the Services on the terms set out in these Conditions, any Order Form, Order Confirmation and/or any Special Terms (if applicable).

"Billing Period(s)" means each Month, Quarter or Year (as set out on the relevant Order Form and/or Order Confirmation) commencing on the Launch Date (and/or the Renewal Date, as the case may be) in respect of which Shop Street issues invoices for Charges under this Agreement.

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

"Charges" means the Subscription Charges and/or any other fees payable by the Customer for the supply of the Services by Shop Street, as set out on the relevant Order Form and/or Order Confirmation.

"Commencement Date" means the date when the Order is accepted by Shop Street, which shall be the date when Shop Street issues a written or electronic confirmation of its acceptance of the Order ("Order Confirmation"), at which point the Agreement shall come into existence.

"Conditions" means these terms and conditions.

"Customer" means the person or organisation procuring the Services from Shop Street and named as such on an Order Form.

"Customer Logo" means the logo supplied by the Customer to Shop Street in connection with the Services (if any).

"Customer Materials" means all materials, images and data, including, but not limited to, Customer Logo, supplied by the Customer to Shop Street in connection with this Agreement (if any).

"Data Protection Laws" means the Data Protection Act 2018, (ii) the General Data Protection Regulation (whilst it subsists) (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the United Kingdom, all as amended, extended, re-enacted or replaced from time to time.

“Employee Benefits Programme” means the offering of various Benefits to the End Users via the Shop Street Platform.

“End User(s)” means the personnel and/or clients of the Customer, who are designated by the Customer to use and access the Shop Street Platform.

“End User Data” means any data relating to the End Users provided by the Customer to Shop Street under, or in connection with, this Agreement.

“End User Licence” means the individual End User account on the Shop Street Platform, associated with an individual user email account, and which is subject to the End User Shop Street Terms and Conditions.

“End User Shop Street Terms and Conditions” means the terms and conditions of use of the Shop Street Platform by the End Users as published on the Shop Street Platform, including any policies, such as privacy policy and/or acceptable use policy, applicable to the use of the Shop Street Platform by the End Users.

“Extended Term” has the meaning as defined in clause 4.

“First Payment Amount” means the total amount of Charges payable for the first Billing Period, as such amount may be set out on the Order Form and/or Order Confirmation.

“First Payment Date” means the date when the First Payment Amount shall become payable, as specified on the Order Form and/or Order Confirmation. If no such date is specified on the Order Form and/or Order Confirmation, the First Payment Date shall be the earlier of (i) the Launch Date (or the Renewal Date, as applicable) or (ii) 30 days after the Commencement Date (whether or not the Launch Date has occurred).

“Goods” means licenses for digital services supplied to the to End User

“Initial Term” means the period specified as such on the Order Form and/or Order Confirmation.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Launch Date” means the date specified as such on the Order Form and/or Order Confirmation, or as otherwise agreed between the parties in writing, when the Shop Street Platform becomes available for access and use by the End Users.

“Minimum Licences Commitment” means the minimum number of End User Licences specified on the Order Form and/or Order Confirmation in respect of each Programme.

"Month" means a calendar month.

"Order" means, the Customer's request for the provision of the Services by Shop Street, made by: (i) accepting these Conditions online and completing a direct debit mandate; or (ii) submitting to Shop Street an Order Form signed by an authorised representative of the Customer.

"Order Form" means a form setting out the details of the Programme(s) and/or Services requested by the Customer and certain other terms of the Agreement. In relation to a Renewed Agreement, "Order Form" shall refer to a request from the Customer to enter into a Renewed Agreement and/or to continue to receive the Services.

"Regulations" means the Late Payment of Commercial Debts Regulations 2013.

"Shop Street" means Shop Street (Technologies) Limited, a company incorporated in England and Wales with registered company number 12524914 whose registered office address is at 7th Floor, 8 Shepherd Market, London, W1J 7JY.

"Shop Street IPRs" means all Intellectual Property Rights subsisting in the Shop Street Platform, the Programme(s), and/or any statistical and/or aggregated data generated by the Shop Street Platform as a result of the End User's use of the Shop Street Platform, excluding any Customer Materials incorporated in them (if any).

"Shop Street Logo" means any logo supplied by Shop Street to the Customer to be displayed on any promotional or advertising material produced by the Customer in accordance with clause 6.1.7.

"Shop Street Platform" means www.shop-st.com website and any other website, sub-domain and/or mobile application used by Shop Street from time to time to deliver the Programme(s) and/or Services to the Customer and/or the End Users.

"Benefits" means various benefits, discounts, products and/or services procured by Shop Street from the Suppliers and made available to the End Users on the Shop Street Platform pursuant to this Agreement;

"Programme(s)" means each of the Student or Employee Benefits Programme,) and any other web-based product made available by Shop Street from time to time via the Shop Street Platform.

"Quarter" means a period of three consecutive Months.

"Recognition Programme" means an online recognition scheme on the Shop Street Platform.

"Renewal Date" means the date specified on the Order Form (if applicable), or, if no such date is specified, the Commencement Date of the Renewal Agreement.

"Renewed Agreement" means an agreement between Shop Street and the Customer to extend an existing fixed term agreement or to renew previously expired or terminated agreement between the parties for the provision of the Services, on the terms and subject to these Conditions (if applicable).

"Reward Programme" means an online reward scheme on the Shop Street Platform.

"Services" means the provision of the Programme(s) and/or Services specified on the relevant Order Form and/or Order Confirmation and provided by Shop Street pursuant to this Agreement.

"Site(s)" means the locations specified on the Order Form and/or Order Confirmation, if any.

"Special Terms" means any terms that may be set out or referred to in an Order Form and/or that may be attached to these Conditions as an Appendix, including any terms applicable to a specific Programme, and which may modify or supplement these Conditions.

"Subscription Charges" means the Charges payable in respect of the End User Licences. For the avoidance of doubt, the per End User Licence fees making up the Subscription Charges are calculated on the basis of the Minimum Licences Commitment and would be subject to increase if the Customer requested a lower Minimum Licences Commitment.

"Supplier(s)" means any supplier(s) procured by Shop Street to offer goods and/or services to End Users via the Shop Street Platform.

"Supplier Terms and Conditions" means the applicable terms and conditions subject to which the relevant Supplier is offering goods and/or services to the End Users (if applicable).

"Year" means a period of 12 consecutive Months.

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re- enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to writing or written includes email.

1.2.4 If there is any inconsistency or conflict between any of the provisions of these Conditions, any Order Form, any Order Confirmation and/or any Special Terms, the following order of priority shall apply: (i) the Special Terms; (ii) these Conditions; (iii) Order Confirmation; and (iv) Order Form.

2. Basis of Agreement

2.1 These Conditions apply to the Agreement between the Customer and Shop Street to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 Submission of an Order constitutes an offer by the Customer to receive the Services from Shop Street in accordance with these Conditions. The Customer is responsible for ensuring that the terms of each Order are complete and accurate.

2.3 Any quotation for the Programme(s) and/or Services given by Shop Street shall not constitute an offer. A quotation shall only be valid for a period of 14 Business Days from its date of issue.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with this Agreement.

2.5 Any demos, drawings, descriptive matter or advertising produced by Shop Street are produced for the sole purpose of giving an approximate idea of the Programmes, benefits and functionalities of the Shop Street Platform. They shall not form part of the Agreement nor have any contractual force.

3. Term

This Agreement shall continue from the Commencement Date until (unless terminated earlier in accordance with its terms) the end of the Initial Term and thereafter for successive Billing Periods (each an "Extended Term"). For the avoidance of doubt this Agreement shall be in force and binding on the parties from the Commencement Date, even though the start of the Initial Term may be after the Commencement Date.

4. Supply of Services

4.1 The Customer may, from time to time, procure any of the Programmes and/or Services by submitting an Order in writing. Following receipt of an Order, Shop Street shall, as soon as reasonably practicable, either (i) issue an Order Confirmation; or (ii) inform the Customer that it is unable to accept the Order.

4.2 Without prejudice to clause 4.3, Shop Street shall supply to the Customer the Programmes and/or the Services specified in an Order Confirmation from the date specified in the relevant Order Confirmation.

4.3 The Shop Street Platform shall become available to the End Users to access the relevant Programme(s) from the Launch Date.

4.4 Shop Street shall:

4.4.1 provide the Services in accordance with this Agreement in all material respects;

4.4.2 perform the Services with reasonable care and skill;

4.4.3 use reasonable endeavours to procure an attractive selection of goods and services of reputable Suppliers; and

4.4.4 comply with all applicable laws, statutes, regulations and codes from time to time in force ("Applicable Laws"), provided that Shop Street shall not be liable

under this Agreement if, as a result of such compliance, it is in breach of any of its obligations under this Agreement. If there is any change to any Applicable Laws and such change affects Shop Street's ability to comply with the terms of the Agreement in a material respect, Shop Street and the Customer shall negotiate in good faith appropriate changes to the affected provisions of the Agreement to the extent necessary to ensure that Shop Street's performance of its obligations under the Agreement is in accordance with such Applicable Laws;

4.5 Shop Street shall use reasonable endeavours to meet any performance dates specified on any Order Confirmation (including any Launch Date), but any such dates shall be estimates only and time shall not be of the essence of the Agreement.

4.6 The Customer acknowledges that the Shop Street Platform is provided via the internet and as a result Shop Street cannot and does not guarantee that the Shop Street Platform, or any content on it, will always be available or be uninterrupted. Shop Street may temporarily suspend, withdraw or restrict the availability of all or any part of the Shop Street Platform, to the extent necessary for operational reasons and Shop Street shall use reasonable endeavours to minimise the effects of any such suspension, withdrawal or restriction and to notify the Customer and the End Users of any such suspension, withdrawal or restriction.

4.7 Shop Street shall have the right to make any changes to the Programme(s) and/or the Services from time to time: to reflect changes in the Suppliers, their offering and/or their conditions of supply to Shop Street: (i) to address its customers' or the End Users' needs; (ii) to comply with any Applicable Laws; and/or (iii) changes that do not materially affect the nature or quality of the Programme(s) and/or the Services.

4.8 Any Benefits are provided on "as is basis" and Shop Street makes no warranty or representation as to the availability of any specific Benefits and/or Suppliers. Shop Street shall use reasonable endeavours to ensure that the number of Benefits available is commensurate with the applicable description of the Employee or Student Benefits Programme, as such description may be amended, as between Shop Street and the Customer, by a written agreement between the parties.

4.9 Shop Street makes no warranty or representation as to the quality or suitability of any Benefits and/or any Suppliers, and does not provide any advice to the Customer and/or the End Users in respect of the quality or suitability of any Benefits and/or Suppliers available on the Shop Street Platform.

4.10 If the Customer intends to offer any Programme developed specifically for students or employees to non-student or employee personnel (including, but not limited to, consultants and contractors), the Customer acknowledges and agrees that:

4.10.1 it shall be solely responsible for notifying Shop Street about its intention to extend the offering to such personnel;

4.10.2 the Customer shall be solely responsible and liable for ensuring that the Shop Street Platform is customised appropriately to remove any benefits that the Customer considers inappropriate or unsuitable for such personnel.

5. Customer's obligations

5.1 The Customer shall:

5.1.1 co-operate with Shop Street in all matters relating to this Agreement;

5.1.2 comply with all Applicable Laws in connection with this Agreement;

5.1.3 provide to Shop Street the End User Data and the Customer Materials required for the provision of the Services in a timely manner and in the format reasonably required by Shop Street;

5.1.4 provide, in a timely manner, such information as Shop Street may reasonably require, and ensure that it is up-to-date, complete and accurate in all material respects;

5.1.5 use reasonable endeavours to procure that the End Users do not re-sell or otherwise pass on the Benefits to third parties and/or allow third parties unauthorised access to the Shop Street Platform;

5.1.6 notify Shop Street as soon as reasonably practicable of any material changes in: (i) the End User Data relevant to the provision of the Services; and/or (ii) the number of active End Users; (iii) and/or the anticipated volumes of End Users; and

5.1.7 not use any promotional and advertising material featuring specific information about the Programme(s), Benefits and/or the Suppliers without prior written approval by Shop Street.

5.1.8 indemnify Shop Street fully if any End User brings a claim against it which Shop Street has to satisfy whether because of a Court Order, or upon sound legal advice.

5.2 The Customer acknowledges and agrees that it shall not re-sell access to the Shop Street Platform to any End Users and/or other third parties without prior written consent from Shop Street and provided that Shop Street agrees to such sale(s), the Customer shall comply with any reasonable instructions and restrictions imposed by Shop Street. For the avoidance of doubt, any such consent by Shop Street shall not affect the Minimum Licences Commitment, unless otherwise agreed by the parties.

5.3 The Customer acknowledges and agrees that:

5.3.1 the End User Shop Street Terms and Conditions shall govern the relationship between Shop Street and the End Users and that any Supplier Terms and Conditions shall apply to any contractual relationships created as a result of the purchase or redemption of any benefits by the End Users via the Shop Street Platform and/or as a result of any other interaction between the End Users and the Suppliers, whether or not the interaction takes place via, or results from, the use of the Shop Street Platform; and

5.3.2 in the event of a material breach and/or persistent breaches of the End User Shop Street Terms and Conditions by the End Users, Shop Street shall have the right, at its sole discretion, to suspend access to the Shop Street Platform for any such End Users or suspend the provision of the Services under this Agreement.

5.4 If Shop Street's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, Shop Street shall:

5.4.1 not be liable for any costs, charges or losses sustained or incurred by the Customer and/or End Users that arise directly or indirectly from such prevention or delay;

5.4.2 be entitled to payment of the Charges despite any such prevention or delay; and

5.4.3 be entitled to recover any additional costs, charges or losses Shop Street sustains or incurs that arise directly or indirectly from such prevention or delay.

6. Intellectual property

6.1 Shop Street and its licensors shall retain ownership of all Shop Street IPRs. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

6.2 Shop Street grants the Customer a fully paid-up, non-exclusive, royalty-free, non-transferable licence for the duration of this Agreement to use the Shop Street Logo on any promotional or marketing material approved by Shop Street in accordance with clause 5.1.7.

6.3 The Customer grants Shop Street a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Services to the Customer in accordance with this Agreement.

7. Charges and payment

7.1 In consideration for the provision of the Services, the Customer shall pay Shop Street the Charges in accordance with this clause 7.

7.2 Unless otherwise specified on the relevant Order Form and/or Order Confirmation, all amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Shop Street at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

7.3 The First Payment Amount shall be payable on the First Payment Date and shall include Subscription Charges for the first Billing Period following Commencement Date (or in the event of a Renewed Agreement, following the Renewal Date), whether or not the Launch Date has occurred. Charges in respect of the subsequent Billing Periods shall be payable on the first day of any such Billing Period following Launch Date or Renewal Date, as applicable.

7.4 Shop Street shall submit invoices for the Charges (plus VAT if applicable) to the Customer by email, to an email address provided by the Customer from time to time. The Customer shall notify Shop Street as soon as reasonably practicable to accounts@shop-st.com, or any alternative email address designated by Shop Street for this purpose from

time to time, of any changes to the email address where Shop Street should submit its invoices.

7.5 Each invoice shall include all reasonable supporting information required by the Customer and shall provide the total Charges payable in respect of all Sites (if applicable) for the relevant Billing Period, and the number of End User Licences in respect of which the Subscription Charges are being rendered. For the avoidance of doubt, Shop Street shall not be required to issue separate invoices for separate Sites.

7.6 Subscription Charges shall be based on the number of End User Licences at the end of the preceding Billing Period, and in case of the first Billing Period, they will be based on the Minimum Licences Commitment.

7.7 In the event the number of End User Licences at any point during a Billing Period exceeds the number of End User Licences based on which the invoice in respect of such Billing Period was rendered, Shop Street may, at its sole discretion, include Subscription Charges in respect of such additional End User Licences in any subsequent invoice, or issue a supplementary invoice in respect of such Billing Period. For the avoidance of doubt, any Subscription Charges rendered in accordance with this clause 7.7 shall be based on the rates applicable to such Billing Period, whether or not the Subscription Charges have been subsequently increased pursuant to clause 7.11.

7.8 For the avoidance of doubt, the invoiced amount for each Billing Period shall be not less than the Subscription Charges for the Minimum Licences Commitment and no refunds shall be due to the Customer for under-utilisation of the End User Licences below the Minimum Licences Commitment.

7.9 If the Customer fails to make any payment due to Shop Street under this Agreement by the due date for payment, then, without limiting Shop Street's remedies under clause 10 (Termination):

7.9.1 the Customer shall pay interest and compensation to Shop Street in according to the Regulations; and

7.9.2 Shop Street may suspend the availability of the Shop Street Platform or reduce the Services until payment has been made in full. In the event of suspension or reduction under this clause 7.9.2, Shop Street reserves the right to notify the End Users of such suspension or reduction.

7.10 All amounts due under this Agreement shall be paid by the Customer to Shop Street in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.11 Shop Street reserves the right to increase the Charges with effect from the first day of any future Billing Period falling after the Initial Term (“Increase Date”), by giving the Customer not less than 60 days’ notice in writing prior to such Increase Date and specifying the Billing Period from which such increase shall take effect. If the Customer does not accept such increase in Charges, the Customer has the right to terminate this Agreement by giving Shop Street at least 30 days’ notice prior to the Increase Date, such notice to expire not earlier than at the end of the Billing Period immediately preceding the Increase Date. For the avoidance of doubt, no refunds or adjustment of Charges payable

shall be due to the Customer for any Charges paid (or payable) prior to the date of termination of this Agreement under this clause 7.11.

7.12 Notwithstanding increases in Charges as per clause 7.11, any discounts on the Subscription Charges will be automatically removed after the Initial Term. Shop Street are not required to give prior notice of such change and it shall take effect from the first day of any future Billing Period falling after the Initial Term.

8. Data protection

8.1 Shop Street and the Customer each acknowledge that the End User Data provided by the Customer to Shop Street will include personal data.

8.2 Shop Street acknowledges that during the period between the transfer of End User Data to Shop Street by the Customer and the activation and acceptance of the End User Licence by the relevant End User, Shop Street shall process such End User Data as a data processor on behalf of the Customer in accordance with clause 8.7 and shall only use such End User Data for the purpose of creation and activation of the End User accounts for the End Users.

8.3 Without prejudice to the generality of clause 8.5, the Customer warrants and represents that the Customer will at all times have all necessary appropriate consents (or other lawful grounds, as determined in accordance with the Data Protection Laws) in place to enable lawful transfer of the End User Data to Shop Street for the purposes of the provision of the Services under this Agreement.

8.4 The Customer acknowledges that upon activation of an End User Licence by an End User, an independent contractual relationship will arise between Shop Street and each End User, and that Shop Street will be a data controller in relation to any personal data of each such End User, as Shop Street will independently determine the purposes for which and the manner in which Shop Street will process such personal data, including, but not limited to, the processing for the purpose of Shop Street's compliance with its contractual obligations to any such End User.

8.5 Each party shall at all times comply with the Data Protection Laws in relation to personal data of End Users.

8.6 If one party receives any complaint, notice or communication that relates directly or indirectly to the processing of personal data or to either party's compliance with the Data Protection Laws (as it relates to the personal data of the End Users), it shall immediately notify the other party and provide full details and copies of any communication. Each party shall use reasonable endeavours to work with the other party to remedy the situation

8.7 To the extent Shop Street processes personal data of End Users as a data processor on behalf of the Customer, Shop Street shall:

> 8.7.1 process such personal data only to the extent necessary for the performance of the Services under this Agreement and/or on the written instructions of the Customer, unless Shop Street is required by the laws of any member of the European Union or by the laws of the European Union applicable to Shop Street to process such personal data for other reasons (Applicable Data Processing Laws).

Where Shop Street is relying on the Applicable Data Processing Laws as the basis for processing of such personal data, Shop Street shall promptly notify the Customer of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit Shop Street from so notifying the Customer;

8.7.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.7.3 ensure that all personnel who have access to and/or process such personal data are obliged to keep the personal data confidential;

8.7.4 not transfer any personal data outside of the European Economic Area (otherwise than to the UK in the event the UK is no longer part of the European Economic Area) unless Shop Street has put in place appropriate safeguards in relation to the transfer, as required by the Data Protection Laws;

8.7.5 not appoint any third party sub-processors of such personal data without prior consent from the Customer (which shall not be unreasonably withheld or delayed) and provided that Shop Street will enter with each such third-party processor into a written agreement on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause 8.7 or otherwise compliant with the Data Protection Laws. The Customer consents to Shop Street appointing the third-party suppliers notified to the Customer in writing prior to the Commencement Date as third-party sub-processors of personal data processed by Shop Street as data processor on behalf of the Customer;

8.7.6 assist the Customer in responding to any request from an End User to exercise his/her data subject rights and in ensuring compliance with the Customer's obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.7.7 notify the Customer without undue delay on becoming aware of a personal data breach (as defined in the Data Protection Laws);

8.7.8 at the written direction of the Customer, delete or return such personal data and copies thereof to the Customer on termination of the Agreement unless required by any Applicable Laws to store the personal data; and

8.7.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 8.7 and allow for audits (not more than once in any 12 Months period) by the Customer or the Customer's designated auditor. Any such audits shall be carried out during Shop Street's normal business hours and only upon reasonable prior notice in writing.

9. Limitation of liability and indemnity

9.1 Nothing in this Agreement shall limit or exclude either party's liability: (i) for death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (ii) for fraud or fraudulent misrepresentation; and (iii) any other liability which cannot be limited or excluded by Applicable Laws.

9.2 Subject to clause 9.1, neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any indirect or consequential losses arising under or in connection with this Agreement.

9.3 Subject to clause 9.1, each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to an amount equal to the Charges paid and/or payable by the Customer under this Agreement. Nothing in this clause 9.3 shall affect the Customer's liability to pay the Charges properly due under this Agreement and no amounts of Charges paid by, or due from, the Customer shall count towards the limit on the Customer's liability under this clause 9.3.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party to this Agreement may terminate it with immediate effect by giving written notice to the other party if:

10.1.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

10.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

10.1.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.1.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.1.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.

10.2 Without limiting its other rights or remedies, Shop Street may suspend provision of the Services and/or Goods under this Agreement or any other agreement between Shop Street and the Customer if the Customer becomes subject to any of the events listed in clause 10.1.1 to clause 10.1.5, or if Shop Street reasonably believes that the Customer is about to become subject to any of them. For the avoidance of doubt, suspension of the provision of the Services and/or Goods (for any reason) by Shop Street shall not affect the Customer's liability to pay the Charges in accordance with this Agreement.

10.3 Without affecting any other right or remedy available to it, Shop Street may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

10.4 The Customer may terminate this Agreement at any time by giving to Shop Street not less than 90 days' written notice of such termination.

10.5 Any notice of termination of this Agreement by the Customer must be delivered to Shop Street by email on cancellations@ shop-st.com or any alternative email address designated by Shop Street for this purpose from time to time, or to Shop Street' Registered Office, by "signed for" first class post

10.6 On termination of this Agreement for whatever reason:

10.6.1 all Charges in respect of the Initial Term or the then current Extended Term (as applicable) shall become immediately due and payable and shall be calculated based on the number of End User Licences on the date of termination of this Agreement, but shall be not less than the Minimum Licences Commitment;

10.6.2 the Customer shall immediately pay to Shop Street all of Shop Street's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Shop Street may submit an invoice, which shall be payable immediately on receipt. For the avoidance of doubt Shop Street shall be entitled to invoice the Customer in respect of any benefits procured by Shop Street for the Customer upon the Customer's request and paid for by Shop Street prior to the date of termination of this Agreement, whether or not such benefits have been accessed, used or redeemed by the End Users;

10.6.3 no refunds shall be due to the Customer for any Charges paid to Shop Street and/or any other sums paid by the Customer to Shop Street;

10.6.4 any licences granted under this Agreement shall cease automatically;

10.6.5 termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and

10.6.6 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10.7 Clause 10.6.1 and clause 10.6.2 shall not apply in the event of termination of this Agreement by the Customer under clause 10.1 (default and/or insolvency).

10.8 On termination of this Agreement, the Customer shall assist the End Users in respect of any arrangements that may be necessary to ensure that the End Users continue to benefit from any products or services of a duration extending beyond the duration of this Agreement purchased by the End Users, as may be required under the End User Shop Street Terms and Conditions and/or any Supplier Terms and Conditions.

11. General

11.1 Force majeure. Other than in respect of Charges payable by the Customer under this Agreement, neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

11.2.1 Save as provided in clause 11.2.2 and/or clause 11.2.3, neither party may subcontract, to time of that party, and any subsidiary from time to time of a holding company of that party. assign, transfer, novate, grant any trust over, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the other party, such request not to be unreasonably withheld or delayed.

11.2.2 Notwithstanding clause 11.2.1, either party may assign, transfer, novate, grant any trust over, or otherwise deal with its rights and obligations under this Agreement, in part or in full, without the prior written consent of the other party to an acquirer of assets or a successor by merger.

11.2.3 Shop Street shall be entitled to subcontract its obligations under this Agreement (subject to any applicable obligations under the Data Protection Laws) to any third party or engage third party agents or subcontractors without obtaining the Customer's prior consent.

11.3 Confidentiality.

11.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 11.3.2. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time

11.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

11.3.4 Subject to clauses 11.3.5, no party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11.3.5 The parties agree that each party can make a public reference to the fact that the Customer is using the Shop Street Platform, provided any such reference shall be made is such a way as not to bring the other party into disrepute or damage that party's reputation.

11.4 Entire agreement.

11.4.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

11.5 Variation.

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

11.6 Waiver

11.6.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

11.7 No partnership or agency.

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 (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11.8 Severance.

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

11.9 Notices.

> 11.9.1 Without prejudice to clause 11.5, any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
>
> 11.9.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.9.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or email, one Business Day after transmission.
>
> 11.9.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.10 Third party rights. No End User, Supplier or other person, other than a party to this Agreement shall have any right to enforce any of its terms.

11.11 Governing law. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

11.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.