

Terms & Conditions to Fleet Xpress Services

These Terms & Conditions (hereinafter the “Terms & Conditions”) apply to any Fleet Xpress Services (hereinafter the “Services”) the Customer receives from Tototheo Maritime Limited and/or from any of its subsidiary, affiliated, associated or parent companies (hereinafter referred to either individually or collectively as the “Provider”).

ARTICLE 1 DEFINITIONS

- 1.1 In these Terms & Conditions, the following words, expression or phrases shall have the following meanings:
- 1.1.1 “**Annual Maintenance**” means the mandatory annual maintenance effected on the Equipment by the authorised technician of the Provider.
- 1.1.2 “**Contract**” shall mean the accepted Offer by the Customer, any Sales Order Confirmation and any Schedule(s) of listed vessels (if applicable), entered into between the Customer and the Provider and these Terms and Conditions.
- 1.1.3 “**Customer**” any person or entity purchasing the Services as referred to in the Sales Order Confirmation or Contract from the Provider.
- 1.1.4 “**Day(s)**” means calendar day(s).
- 1.1.5 “**Equipment**” means equipment used or intended to be used for the Fleet Xpress Services as provided in the Sales Order Confirmation and shall include, but shall not be limited to various types of Global Xpress (Ka-Band) Maritime antennas together with the applicable below-deck unit provided by the antenna manufacturer and FleetBroadband antennas together with the applicable below-deck unit and connecting cables, as well as any and all components of the rack and the rack itself.
- 1.1.6 “**Equipment Lease Commencement Date**” shall commence from the date the Equipment is shipped to the Customer.
- 1.1.7 “**Effective Date**” means the date that the Services are activated.
- 1.1.8 “**Fees**” means the service fee payable in accordance with the accepted Offer and Sales Order Confirmation or unless set out in writing by the Provider and agreed by the Customer.
- 1.1.9 “**FleetBroadband**” means the global data service provided by Inmarsat Global Limited over the L-Band broadband network.
- 1.1.10 “**Fleet Xpress**” or “**FX**” means all current and future standardized (non-customised) global GX services (Ka-Band) and Fleet Broadband (L-Band) and related subscription service plans.
- 1.1.11 “**Global Xpress**” of “**GX**” means the highspeed global data service over the Ka-Band broadband network provided by Inmarsat Global Limited or any of its subsidiary, affiliated, associated or parent companies.

- 1.1.12 “**Offer**” shall be the offer issued in writing by the Provider and sent to the Customer, by any means whatsoever, setting out the details regarding the Services to be offered which shall include, but shall not be limited to, the price, subscription service, Equipment and term.
- 1.1.13 “**Provider**” means Tototheo Maritime Limited and/or any of its subsidiary, affiliated, associated or parent companies.
- 1.1.14 “**Sales Order Confirmation**” refers to the document setting out the details of the Services entered into with the Customer for specific vessels.
- 1.1.15 “**Services**” means any Fleet Xpress/FX Services or as set out in the Sales Order Confirmation which may include the provision of Equipment.
- 1.1.16 “**Term**” means the minimum period of the contracted Services as set out in the Sales Order Confirmation, or any other contract entered into in writing between the Provider and the Customer, which shall commence from the Effective Date.
- 1.1.17 “**Terms & Conditions**” means the terms and conditions as set out in this document.

In the Terms & Conditions:

- 1.2 headings are for convenience only and shall not affect the interpretation of any term and/or provision in the Terms & Conditions; and
- 1.3 any schedules attached to the Sales Order Confirmation shall form an integral part of the Terms & Conditions and shall be considered as being part of the Contract and shall be binding on both the Customer and the Provider.

ARTICLE 2 PLANS / SUBSCRIPTIONS

- 2.1 The Terms and Conditions will apply to any Fleet Xpress Services selected by the Customer and as set out in the Sales Order Confirmation and any and all Schedules attached thereto listing the vessels and/or fleet of the Customer.
- 2.2 Upon receipt of an Offer for Services in writing from the Provider and upon acceptance and signature of same by the Customer in writing, the accepted Services shall be set out and indicated in the Sales Order Confirmation and signed by the Customer. The Customer may request a change to its selected Services as set out in the Sales Order Confirmation and the Provider will advise the Customer in writing as to the period within which such changes shall be implemented and any possible charges that will be incurred.
- 2.3 In order to enable and assist the Customer with special operational requirements, including but not limited to, ship maintenance, repairs or seasonal layup the Customer may temporarily suspend their Services. In such event the Customer must request a Services suspension which shall only be available for a minimum period of seven (7) days and a maximum period of one hundred and eighty (180) consecutive days. During such suspension a minimum fee of 25% of the agreed applicable monthly subscription for Air Time, as set out in the Offer, will be charged to the Customer in order to maintain the Contract, any other Fees as set out in the Sales Order Confirmation, not related to the Air Time subscription, shall

remain payable in full and shall not be offered by the Provider at a reduced minimum fee. During the Term a suspension may only occur for a maximum period of five hundred and forty (540) days in aggregate.

- 2.4 In the event of suspension in accordance with Article 2.3 hereinabove the Term shall be extended to the proportion of the suspension period and which shall be charged at the full Fees.

ARTICLE 3 SERVICES

3.1 The Provider shall:

- 3.1.1 Provide the Services to the Customer during the Term in accordance with the provisions of the Terms & Conditions;
- 3.1.2 Provide the Services with reasonable care and skill;
- 3.1.3 Not vary the Services without prior written notification;
- 3.1.4 Carry out investigations remotely at no charge.
- 3.1.5 Carry out Annual Maintenance of the Equipment onboard the Customer's vessel, at such time and place as shall be mutually agreed between the Provider and the Customer, provided that:
- (a) The date for the Annual Maintenance will not exceed twelve (12) months from the date of system installation/commissioning or previous Annual Maintenance.
 - (b) Any and all costs associated with the attendance of the authorised technician and/or other required personnel on board the vessel(s) of the Customer for the purposes of carrying out the Annual Maintenance (including, but not limited to: labour and travel time, traveling expenses, accommodation expenses, port/shipyard surcharge, shipyard entry permit application fee, launch hire, spare parts etc.) shall be borne by the Customer in accordance with the applicable rates and fees.
 - (c) Failure on behalf of the Customer to secure Annual Maintenance in a timely manner may result in additional costs and/or loss of any warranty on the Equipment.
- 3.1.6 Carry out repairs related to faulty Equipment at its own costs provided that the Equipment is under the manufacturer's warranty period and all dues relating to the Services are paid up to date. Any shipping costs incurred for the shipment of faulty and/or replacement parts and/or Equipment and costs associated with the attendance of the authorised technician and/or other required personnel (including, but not limited to, labour and travel time, traveling expenses, accommodation expenses, port/shipyard surcharge, shipyard entry permit application fee, launch hire etc.) on board the vessel(s) of the Customer for the purposes of carrying out the repairs shall be borne by the Customer in accordance with the applicable rates and fees. Provided that the Provider reserves the right to charge Customer for replacement parts related to faults caused by the Customer's failure to safeguard and/or maintain the Equipment according to the Provider's instructions.

- 3.1.7 Upon the Customer's demand for further investigations and / or maintenance and / or repair of the Equipment (in addition to the scheduled Annual Maintenance) and for a specified fee:
- (a) Arrange for an engineer or technician to attend on board the vessel to carry out further necessary investigations, and;
 - (b) Send an engineer or technician to carry out any necessary repairs or maintenance. Where such repairs or maintenance are required and carried out, the Customer will be informed following investigations of the repairs and/or maintenance carried out.
 - (c) The Provider reserves the right to request an advance payment for all time for labour including all expenses in connection with attendance on board the vessels by an engineer in connection with sub-Articles 3.1.7(a) and (b) hereinabove.
- 3.1.8 Provide a billing service to its Customers.
- 3.1.9 Provide twenty-four (24) hours a day, seven (7) days a week technical Customer support.
- 3.2 Further to Article 3.1.3, the Provider reserves the right to vary the Services and the provision of same (such variation may include, but not be limited to, alteration of the software and/or hardware utilised to deliver the Services), subject to prior written notification in this regard, provided that the Customer receives FX Services at all times and that the Term of Services shall not be interrupted unless otherwise agreed between the Provider and the Customer in writing;
- 3.3 The Services provided to the Customer's vessels and the Fees related to such Services shall be as set out in the Offer and Sales Order Confirmation. Subject to Article 3.2, the Services and Fees may only be altered during the Term upon mutual written agreement between both the Provider and the Customer.
- 3.4 The Customer Shall:
- 3.4.1 Cooperate with the Provider and comply with any reasonable requests the Provider may make to help with the provision of the Service;
 - 3.4.2 Provide access to the vessel(s) at a mutually agreed time to make and configure any installations, Annual Maintenance, general maintenance and/or repairs with regard to the Services. Failure of the Customer to permit access to the Provider on the vessel(s) in order to install the Equipment and to make any configurations, Annual Maintenance, general maintenance and/or repairs will be deemed a material breach of the Contract, entitling the Provider to terminate the Contract. Any costs associated with such termination shall be borne by the Customer.
 - 3.4.3 Comply with all data protection legislation and obtain all registrations under relevant data protection legislation.
 - 3.4.4 Comply with all governmental export laws and regulations applicable to the Services and/or use of any Equipment related to the Services.

- 3.4.5 Comply with all applicable laws, sanctions, embargoes, licensing and regulatory requirements related to the Services.
- 3.4.6 Use the Services in compliance with the requirements of any applicable licence as well as all applicable laws and regulations in the jurisdiction in which the Service and any related Equipment are being used.
- 3.4.7 Following the Effective Date it shall be the Customer's sole responsibility to ensure that all Equipment and associated computer hardware and / or software related to the Services are not interfered with, with respect to the Services being used and that only authorised users are permitted access thereto. The Customer shall further ensure that the Equipment shall be kept and operated in a suitable environment used only for the purposes for which it is designed and operated in a proper manner by trained and competent staff in accordance with any operating instructions.
- 3.4.8 Shall ensure that the power supply to the antenna should always be connected on board the vessel(s). The crew shall not be permitted to switch this off without prior notification to the Provider in writing. The Customer shall be responsible and liable for any damages whatsoever caused due to the breach of this requirement.
- 3.5 The Customer undertakes that it shall not:
 - 3.5.1 Use the Services for any unlawful, abusive, indecent, defamatory, offensive or fraudulent purpose including, without limitation, using the Services in a way that interferes with the Provider's ability to provide Services to its customers.
 - 3.5.2 Avoid its obligations to pay for the Services.

ARTICLE 4 HARDWARE/EQUIPMENT

- 4.1 The Customer may elect to lease Equipment from the Provider for a specified monthly fee to be set out in the Offer. Once the Offer has been accepted and signed by the Customer the details pertaining to the Equipment shall be set out in the Sales Order Confirmation.
- 4.2 The Provider reserves the right to limit distribution and delivery of the Equipment to a limited number of destinations. Any requests to the Provider for delivery or distribution outside of the scope of the limited destinations as afore-mentioned shall be considered but always taking into consideration and applying compliance with all applicable laws, sanctions, embargoes, licensing and regulatory requirements with respect to any such new destinations.
- 4.3 The Customer shall be responsible for all freight fees, costs and expenses related to the distribution and delivery of the Equipment to the destination. All import/export clearance and any applicable taxes, duties or additional or connected costs thereto shall be the responsibility of the Customer.
- 4.4 Upon the date of order of the Equipment, which shall be the date the Sales Order Confirmation is signed with respect to the Equipment, the Customer shall allow a period of five (5) weeks before the Equipment shall be delivered, however, this period shall only be applied in the

event that all information required for shipment and delivery purposes is received from the Customer, any delays in provision of the afore-mentioned information shall not be the responsibility of the Provider. In the event that the Vessel is unable to accept the Equipment within the afore-mentioned time frame due to commercial or navigational activities the Customer and the Provider shall agree a suitable time frame within which delivery to the Vessel shall take place.

- 4.5 The Equipment shall be leased to the Customer as from the date of Equipment Commencement Date and shall continue for a period of sixty (60) months, or unless terminated in accordance with the provisions of Article 11 herein. Upon ninety (90) days advance written notice of the termination of the sixty (60) months the Customer shall have the option to extend the period of the lease of the Equipment for a period of either twelve (12) or twenty four (24) months at a price to be agreed in writing between the Customer and the Provider. The additional periods of lease shall in any event never exceed a fixed period of twelve (12) months or twenty four (24) months.
- 4.6 Upon the expiry of the lease term the Customer shall have an option to purchase, or alternatively, sell the Equipment to a third party on the Provider's behalf, in accordance with the price(s) as set out in the Offer as provided by the Provider, with respect to a purchase, and in the event of sale to a third party upon the terms and prices agreed, in writing, with the Provider. In the event that the Customer elects to sell the Equipment, after agreement by the Provider, the proceeds of sale shall be reimbursed to the Provider with an allowable deduction for any expenses incurred in connection with the handling expenses connected to the sale but for which the Customer shall have agreed with the Provider prior to proceeding with the sale. For either option the Customer shall provide the Provider with ninety (90) days prior written notice of its intention to either purchase or sell the Equipment.
- 4.7 In the event the Customer wishes to purchase the Equipment it may do so either upon the expiry of the sixty (60) day term at the price as stipulated in the Offer or alternatively shall have an option to purchase the Equipment thirty six (36) months from the date of the Sales Order Confirmation at the price as stipulated in the Offer. In either of the afore-mentioned options the Customer shall provide the Provider with ninety (90) days advance written notice of its intention to purchase the Equipment.
- 4.8 In the event that the Customer does not exercise the options as provided for in Articles 4.5 or 4.6 then, at the Provider's option, the Customer shall:
- i. return the Equipment to the Provider, at the Customer's expense, fully insured against all risk of loss or damage, to a location designated by the Provider, wherein all such risks of loss or damage shall remain with the Customer until receipt of the Equipment by the Provider; or
 - ii. dispose of the Equipment, at the Customer's expense, wherein the Customer shall comply with the reasonable instructions of the Provider together with any relevant laws of regulations in the country and/or location wherein the Equipment is disposed of.
- 4.9 The Customer shall indemnify, defend and hold harmless the Provider against any and all losses, costs, charges, damages, liabilities, judgments, settlements and/or expenses, including attorney's fees, suffered or incurred by the Provider by reason of any claim made by any third party in respect of or arising out of the state, condition or use of the Equipment,

seizure, confiscation, or in any way relating to the Equipment, or arising out of the Customer's negligence, wilful misconduct or breach of the Contract.

- 4.10 The Customer shall continue to be responsible for the full amount of the Fees to the Provider notwithstanding any loss of use of the Equipment. In such event the Fees shall continue to be payable until such time as the Equipment is returned to the place designated by the Provider in accordance with the provisions herein.

ARTICLE 5 BARRING / SUSPENSION OF THE SERVICES / TRANSFER

- 5.1 The Provider may temporarily suspend the Services for the purpose of repair, transfer of Services, Annual Maintenance, maintenance or improvement of any of the systems or Equipment of its own or its suppliers. Services may also temporarily be unavailable or limited due to capacity limitations, network Equipment failures, distress interference by third-party terrestrial communication systems, or any other emergency pre-emption as required of the Provider or its suppliers.
- 5.2 The Provider may give instructions to the Customer for temporary suspension of the Services and procedures which the Customer must follow if it believes that it is necessary in the interest of safety and quality of the Services by the Provider which the Customer must follow.
- 5.3 Without prejudice to any other rights or remedies which the Provider may have with respect to the provision of Services to the Customer, the Provider may at any time during the Term proceed to bar, mute or suspend any of the Services, including but not limited to SIM cards, hardware, software or Services, as appropriate in any country or countries or areas if:
- i. there are local and/or international regulations, laws, sanctions, embargoes, etc., restricting the use of the Services in that specific country or countries or areas;
 - ii. in the reasonable opinion any delay in barring or suspending the Services may cause loss or damage to the Provider;
 - iii. in the event that the Customer commits a material breach of the Contract and such breach is not remedied within three (3) days after receiving notice in writing from the Provider;
 - iv. in the event that the Provider has reason to believe that the Customer is abusing the Services or using them in a fraudulent manner or unlawfully;
 - v. the Provider is instructed to do so by any governmental body, by law or regulation;
 - vi. the Provider believes that the use of the Services by the Customer or its use or operation may adversely affect the Provider or its network or its ability to provide the Services
 - vii. if the Annual Maintenance is not effected for reasons attributed to the Customer.

ARTICLE 6

PAYMENT TERMS AND CONDITIONS

- 6.1 Electronic invoices will be sent to the Customer with respect to the Fees and Equipment, if applicable, three (3) months in advance of the Services to be carried out unless otherwise agreed between the Provider and the Customer in writing.
- 6.2 Payment of all invoices shall be paid by the Customer within thirty (30) Days of the invoice date.
- 6.3 Payments are to be made to the bank account which shall be designated on the issued invoice.
- 6.4 Balances which remain unpaid for a period of more than thirty (30) Days from receipt of invoice shall be deemed as past the due date and shall be subject to interest at the rate of the three (3) month US Dollar London Inter-Bank Offer Rate (LIBOR) plus 8% per annum calculated daily, on any payment due under the Contract remaining unpaid after the payment due date. Such interest charge shall be computed commencing on the first day following the payment due.
- 6.5 In the event that other chargeable services (such as the Annual Maintenance and / or repair of faults and / or otherwise, not forming part of the Services and not subject to the Fees) are incurred same shall be charged by the Provider by means of a separate electronic invoice which shall be issued in arrears of such service and / or supply being performed, or unless otherwise agreed by the Provider and the Customer in writing.
- 6.6 **Currency.** All pricing and payment related to the Services and / or otherwise arising under this Agreement shall be expressed and made in US Dollars (USD).
- 6.7 **Taxes.** All fees and charges are computed exclusive of value added tax (VAT) or sales taxes or any other taxes or similar liabilities. Any taxes now or hereafter imposed with respect to the Services and the transactions contemplated by the Contract shall be the responsibility of Customer and if paid or required to be paid by the Provider, the amount thereof shall be invoiced to Customer.
- 6.8 The Provider retains the right to adjust invoices within a period of three (3) months.

ARTICLE 7 FAILURE TO PAY

- 7.1 If any payment required to be made pursuant to the Contract has not been received by the Provider within the due date as specified in the Sales Order Confirmation, Contract, any invoice issued by the Provider or these Terms and Conditions the Provider may serve by electronic mail a formal demand for payment to be made within fourteen (14) days from the date of the demand and may at its discretion elect not to activate any new subscriptions of the Customer until payment has been received, together with any accrued interest.
- 7.2 In the event that the Customer does not comply with its payment obligations within fourteen (14) days as provided for in Article 7.1 hereinabove then the Provider shall be entitled to suspend the Services provided. In the event that the payment remains outstanding for more than forty five (45) days from the date which the Provider became entitled to suspend the

Services, the Provider shall have the right to terminate the Contract with the Customer. Any exercise of the right of termination of the Provider, as provided for herein, shall not preclude the Provider in claiming damages from the Customer for all outstanding amounts due pursuant to and in connection with the Contract.

ARTICLE 8 INVOICE DISPUTES

- 8.1 In the event that the Customer is in disagreement with an invoice, or part thereof, issued by the Provider it shall, within fifteen (15) days after the date of receipt of that invoice, notify the Provider in writing as to the reasons of such disagreement.
- 8.2 The Customer shall proceed to pay the undisputed amount of any invoice, or part thereof, by the relevant due date.
- 8.3 In the event that the Provider and the Customer are unable to resolve a dispute concerning all or part of the invoice in dispute within sixty (60) days of the Customer notifying the Provider of a dispute pursuant to Article 8.1 herein then such shall be deemed to be a formal dispute and resolved in accordance with Article 14.

ARTICLE 9 LIMITATION OF LIABILITY

- 9.1 The Provider's duty in carrying out and performing any obligation under the Contract shall be carried out with reasonable skill and care of a competent satellite communications distribution company. The Provider disclaims any and all other warranties whether express or implied.
- 9.2 The Provider shall not be liable under or in relation to these Terms and Conditions towards the Customer or any of its subsidiary, affiliated, parent companies or any companies connected thereto including any third parties, whether in tort, breach of contract, breach of statutory duty, misrepresentation or otherwise for (i) any loss (whether direct or indirect) of profit, revenue, business, data, anticipated savings or goodwill; or (ii) any indirect or consequential losses of whatsoever nature, regardless of whether such losses were contemplated.
- 9.3 Further to Article 9.2 hereinabove the Provider shall have no responsibility nor shall be liable for any loss, damage, liability or expenses arising out of or in connection with any failure of its business or operational systems, including but not limited to the failure of satellites, unavailability, delay, or interruption which is caused by the Provider itself or a telecommunications provider or third party unless same is proven to be caused by the gross negligence, wilful misconduct or fraud of the Provider.
- 9.4 Other than the provisions of the Terms & Conditions all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services (including without limitation the Services) provided by either the Provider and the Customer are excluded to the fullest extent permitted by English law.

- 9.5 The Provider will not be liable for any viruses or hacking which are results of events outside of the Provider's control.
- 9.6 The Provider's total liability to the Customer in respect of any liability or responsibility arising from the Contract with the Customer, whether arising in contract, tort, negligence, misrepresentation, for breach of duty, or howsoever arising, shall be limited to and shall not exceed the amount of the remuneration actually paid by the Customer to the Provider in the six (6) months prior to the date of the event giving rise to the liability of the Provider.

ARTICLE 10 INDEMNITIES

- 10.1 Subject to Article 9 hereinabove, the Customer shall defend, hold harmless, indemnify and keep indemnified the Provider against each loss, liability and cost arising out of or in connection with:
- 10.1.1 Any claims or legal proceedings by a third party, arising from the Customer's use of the Services or any related Equipment or use of the Services of related Equipment by the Customer's end users or affiliates;
- 10.1.2 The use of the Services or the content of any transmission made using the Services, including any actual or alleged libel, slander, obscenity, indecency, infringement of copyright or breach of privacy or security.
- 10.1.3 Any act or omission of the Customer resulting in loss of, or damage or degradation to the provision of the Services.
- 10.1.4 Any claims, demands and causes of action of every kind and character arising in connection herewith in favour of the Customer's personnel or the Customer's invitees, on account of bodily injury, death or damage to such person's property, regardless of the cause of such bodily injury, death or damage to property, excluding the gross negligence of the Provider.
- 10.2 The Customer shall maintain liability insurance or self-insurance to cover its indemnities as referred to in Articles 9 and 10 herein.

ARTICLE 11 TERMINATION

- 11.1 For the purpose of this Article termination of the Contract may refer to termination of a specific vessel or vessels as set out in the Sales Order Confirmation or schedule thereto listing the Customer's vessels or to the entire fleet of the Customer, as may be applicable.
- 11.2 Either the Provider or the Customer shall be entitled to terminate the Contract in the event that:
- 11.2.1 One party is in material breach of any term of the Contract and fails to remedy the breach within thirty (30) days of notice of the breach; or
- 11.2.2 One party is the subject of a voluntary bankruptcy order or becomes insolvent or goes into liquidation or makes any composition with or assignment for the benefit of its creditors or if any of its assets are seized, or has a receiver or administrator appointed over its assets or has a petition filed in respect of any of the afore-mentioned in any jurisdiction whatsoever.

- 11.3 In the event of a termination of the Services in connection with any of the terms in the Contract, including but not limited to Articles 11.2.1, 11.2.2, 6 and 7, the Customer shall be liable to immediately pay the outstanding Fees for the Services for the remaining balance of the Term up to a maximum of six (6) months. Partial months which shall be remaining are to be calculated on a pro-rata basis per Day.
- 11.4 In the event of termination in accordance with Article 11 herein, or upon return or redelivery of the leased Equipment for any reason whatsoever, the Customer shall be obliged to redeliver all leased Equipment connected to the Services to the Provider to any place which the Provider shall elect. Notwithstanding any other provision herein with respect to redelivery if the redelivery of the leased Equipment connected to the Services is delayed beyond the date of termination of the Contract the Provider shall be entitled to charge the Customer, who shall be obligated to pay the Services and all other related costs associated with the Services and/or Equipment and transportation until redelivery to the Provider.
- 11.5 Termination of the Contract shall not prejudice any of the rights and remedies of the Provider or the Customer accruing prior to termination.
- 11.6 Neither Party shall be liable for any non-performance or breach of obligations assumed under these Terms & Conditions as a result of and/or caused by any matter beyond that Party's reasonable control, including, without limitation, strike, lock out or labour dispute, acts of God, war, riot, civil commotion, malicious damage, flood, fire, storm, lightning, accidents, explosion, the failure or interruption of electricity supplies, national or local emergencies, civil disorder, industrial disputes (whether or not involving such Party's employees), adverse weather conditions, compliance with a law or governmental order, or acts or omission of any government, local or other competent authority or any suppliers whatsoever (hereinafter a "**Force Majeure Occurrence**"), nor for any delay due to, occasioned by, or caused as a result of a Force Majeure Occurrence.
- 11.7 A Force Majeure Occurrence shall not relieve a Party of an obligation to make payments when otherwise due and to provide defence or indemnity under these Terms & Conditions.

**ARTICLE 12
NOTICES**

- 12.1 A notice under or in connection with the provision of the Services shall be in writing, in the English language and delivered personally or sent by email to the party due to receive the notice at its respective address or e-mail address in the event of electronic notice.

**ARTICLE 13
INVALIDITY/ILLEGALITY/UNENFORCEABILITY**

- 13.1 Should any provision(s) of the Contract or Terms & Conditions be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction in any respect, the invalid, illegal or unenforceable aspects of such provision(s) shall be given no effect and shall be deemed not to be included in the Terms & Conditions without invalidating any of the remaining provisions. The Customer and the Provider shall enter into good faith negotiations to amend the Terms & Conditions in such a way that, as amended, is valid, legal and enforceable and, to the maximum extent possible, reflects the intended effect of the invalid, illegal or unenforceable provision(s).

**ARTICLE 14
REGULATORY RULES/GOVERNING LAW AND JURISDICTION**

- 14.1 The Provider and the Customer shall each comply with the Relevant Regulatory Rules and any and all other applicable laws in connection with the provision of the Services.
- 14.2 The Contract and these Terms and Conditions shall be governed by the laws of England and Wales.
- 14.3 Any dispute arising out of or in connection with the Contract or these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Article. The number of arbitrators shall be one. The seat or legal place of arbitration shall be London and the language used in the arbitral proceedings shall be English.

**ARTICLE 15
ASSIGNMENT**

- 15.1 Neither Party may assign, novate, subcontract, charge, transfer or otherwise dispose of the underlying Agreement to which these Terms and Conditions apply, or any rights or obligations under it without the written consent of the other Party (which consent shall not be unreasonably withheld or delayed), except that the Provider may assign or novate any and all rights and obligations hereunder to any of the Provider's affiliates but always with reasonable prior written notice to the Customer.