



CRU INTERNATIONAL LTD
GROUND FLOOR
31 KENTISH TOWN ROAD
CAMDEN TOWN
LONDON NW1 8NL
UNITED KINGDOM

CRU INTERNATIONAL LTD QUOTE PREPARED FOR DEPARTMENT FOR BUSINESS AND TRADE

Service start date:

[REDACTED]

Term end date:

[REDACTED]

Prepared On:

[REDACTED]

Payment terms:

[REDACTED]

PARTIES:

1. CRU INTERNATIONAL LIMITED, an English company (No. 00940750) of Ground Floor, 31 Kentish Town Road, Camden Town, London, England, NW1 8NL ("CRU").
2. Department for Business and Trade, based at Old Admiralty Building, Admiralty Place, London, Greater London, United Kingdom, SW1A 2DY and all 100% owned subsidiaries ("Customer").

CRU AGREES TO SUPPLY AND CUSTOMER AGREES TO PURCHASE THE FOLLOWING CRU REPORTS ON THE BASIS DESCRIBED BELOW, ON AND SUBJECT TO THE TERMS AND CONDITIONS OVERLEAF

1. Each CRU Service listed below shall, unless otherwise terminated in accordance with the Terms and Conditions, commence on the date specified below and shall continue for the specified initial term ("Initial Term"), and, thereafter (unless the licence is specifically stated to be of a Limited Term only), the CRU Service shall be automatically renewed for successive periods in accordance with the renewal term length specified below and subject to [REDACTED] (each a "Renewal Term"), unless:
 - 1.1. either party notifies the other party of termination, in writing, [REDACTED] of the Initial Term (or any Renewal Period, as applicable), in which case the CRU Service shall terminate upon the expiry of the applicable Initial Term or Renewal Term; or
 - 1.2. otherwise terminated in accordance with the provisions of these Terms and Conditions, and the Initial Term together with any subsequent Renewal Terms (if applicable) shall constitute the "Term" of the CRU Service.
2. The invoice for the Initial Term (or the Limited Term, as applicable) shall be raised on signature of this Booking Form. Invoices for any applicable Renewal Terms will be raised on the commencement date of the Renewal Term. Please see applicable invoice for further payment terms.

[illegible]

Term Start Date: [REDACTED]
Term End Date: [REDACTED]

THIS DOCUMENT [REDACTED] CRU



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Main Contact:

[REDACTED]

Department for Business and Trade

Head of Steel and Industrial Decarbonisation Analysis

P: 07901 243 897

[REDACTED]

QUOTE PREPARED FOR:

[REDACTED]

Department for Business and Trade

Head of Steel and Industrial Decarbonisation Analysis

[REDACTED]

[REDACTED]

Invoice Contact:

[REDACTED]

Old Admiralty Building
Admiralty Place,
London,
Greater London,
United Kingdom,
SW1A 2DY

[REDACTED]

QUOTE PREPARED BY:

[REDACTED]

CRU INTERNATIONAL LTD

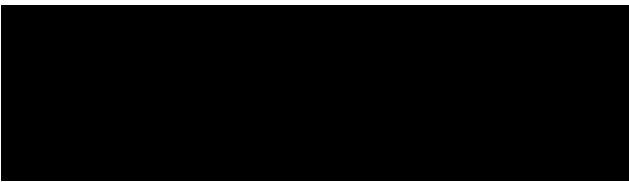
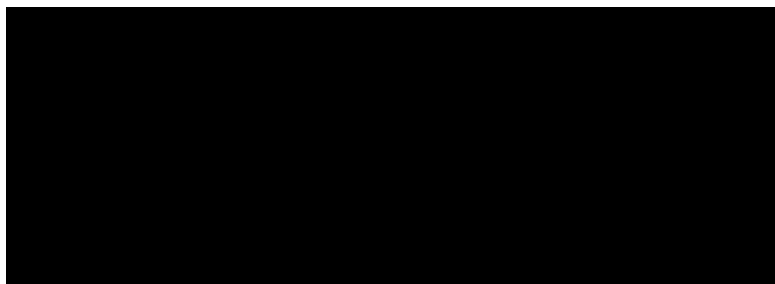
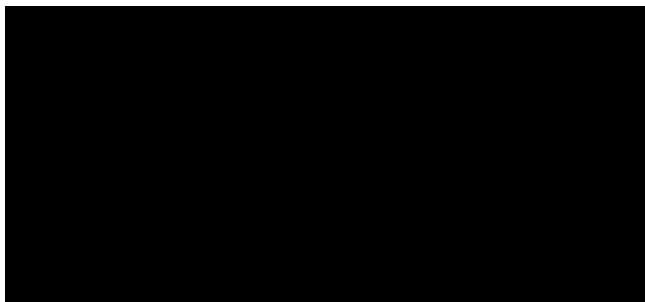
Regional Director, Western Europe

[REDACTED]

[REDACTED]



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CRU TERMS AND CONDITIONS

Orders for the CRU Services are accepted by CRU and the CRU Services are supplied to the Customer only on the basis of these Terms and Conditions. By placing an order for the CRU Services by completing and submitting the CRU booking form or by following such process as may be specified or agreed by CRU, the Customer accepts and agrees to be bound by these Terms and Conditions.

1. Definitions

In these Terms and Conditions the following words and expressions shall have the following meanings:

“Authorised User” means, in respect of each CRU Service, each named employee of the Customer having licensed access to such CRU Service as agreed in writing between the Customer and CRU, or, if the Customer has purchased an Enterprise Licence, then all employees of the Customer (subject to any restrictions as may be set out in the Invoice or as otherwise designated by CRU in writing);

“Business Day” means any day except Saturday, Sunday or a day on which banks are authorised to close in London for general banking business;

“Commercial Licence” means a licence allowing the Customer to reference CRU pricing data in physical or financial contracts as described in clause 3.11;

“Confidential Information” means the existence and terms of the Contract, any Invoice raised under the Contract and all information in any form or medium that is secret or otherwise not publicly available (either in its entirety or in part, including the configuration or assembly of its components) including accounts, business plans, business methods, strategies and financial forecasts, tax records, correspondence, designs, drawings, manuals, brand guidelines, specifications, customer sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of the Contract together with any copies, summaries, reproductions or extracts of such information clearly designated by a Party as being confidential or which can reasonably be considered confidential;

“Contract” means the contract between CRU and the Customer incorporating and governed by these Terms and Conditions;

“Contract Year” means, except as otherwise stated, one (1) year from the date of the Invoice for the CRU Services;

“CRU” means CRU International Limited (company number 00940750), Ground Floor 31 Kentish Town Road, Camden Town, London, England, NW1 8NL;

[REDACTED]

“CRU Information” means the analysis and news provided by or available from CRU;



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“Customer” means the customer named on the Invoice or a party which otherwise uses or orders the CRU Services;

“Derivative Work” means any work generated or developed by the Customer which is based on the CRU Services or an underlying work in relation to this work (including translations, abridgements, condensations, or any other form in which a work may be recast, transformed or adapted);

“Force Majeure Event” in relation to a Party means an act, event or circumstance beyond the Party’s reasonable control that prevents the Party from performing its obligations under the Contract, including but not limited to, economic or trade sanctions, embargoes, civil disobedience, riots, explosions, rebellions, strikes or work stoppages (except those involving the Party’s employees or agents), acts of God or acts of any governmental authority or any other similar occurrence;

“Insolvency Event” means in relation to the Customer, where the Customer ceases to trade, or a proposal is made for (or the Customer enters into) a voluntary arrangement under Part I of the Insolvency Act 1986 or a scheme of arrangement under section 425 of the Companies Act 1985 or it compounds with its creditors generally or becomes otherwise unable to meet its debts as and when they fall due or suffers any similar action in consequence of debt or becomes insolvent or goes into liquidation or if a resolution is passed for its winding up (other than for the purposes of a solvent amalgamation or reconstruction where any successor company agrees to be bound by or assume the obligations under these Terms and Conditions) or if a receiver, administrative receiver, administrator, manager, provisional liquidator or other similar officer is appointed over all or any of its assets or undertaking or any application is made or notice of intention to appoint served or other step taken including the passing of a resolution in connection with the appointment of an administrator in respect of the Customer or the Customer suffers any similar or analogous event under applicable laws as a result of debt;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Invoice” means the invoice provided by CRU for payment by the Customer, for the supply by CRU of the CRU Services as set out on that invoice;

“Law” means all applicable statutes, regulations, regulatory requirements, bylaws, ordinances, subordinate legislation and other laws (regardless of their source), including any judicial, or administrative interpretation of them, in force from time to time;

“Limited Term” means a limited period set out in the Invoice during which the Customer and their Authorised Users have access to the CRU Services as specified on the Invoice;

“Party” means each of CRU and the Customer;

“Relevant Countries” means the United Kingdom, the United States of America, the European Union or any of its member states, Switzerland, Australia,



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China, Singapore, India or any other jurisdiction in which CRU or a CRU Subsidiary has offices or operations;

“Representatives” means, in relation to a Party, its employees, officers, and professional advisers;

“Sanctions Law” means any Law providing for economic or trade sanctions against targeted countries, regions, regimes, entities, individuals and vessels;

“Sanctions Lists” means any list of targeted individuals and entities issued by a Relevant Country pursuant to any Sanctions Law;

“Specified Sites” means the Customer’s premises where Authorised Users are located;

“Subsidiary” shall have the meaning given to that term by section 1159 Companies Act 2006 (as amended or re-enacted from time to time);

“Third Party Data” means data supplied to CRU by third parties and incorporated into the CRU Services;

“Unauthorised Use” has the meaning given to that term in clause 3.19;

“User Subscription” means the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the CRU Services in accordance with these Terms and Conditions.

“Virus” means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

2. **Licence and Payment**

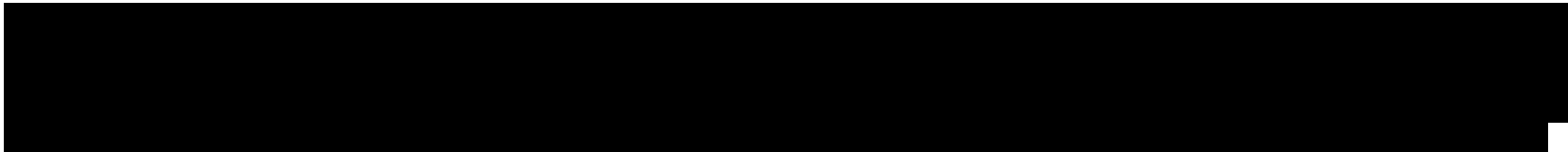
- 2.1 In consideration of and subject to prior payment in full of the Invoice, CRU hereby grants to the Customer a non-exclusive, personal, non-assignable and non-transferable licence to use the CRU Services during the term of the Contract.
- 2.2 Payment of the Invoices shall be made in accordance with the payment terms and in the currency as stipulated on the Invoice.
- 2.3 If CRU has not received payment by the due date as specified on the Invoice or in the case of Unauthorised Use by the Customer as specified in clause 3.19, and without prejudice to any other rights and remedies of CRU:
 - 2.3.1 CRU may, without liability to the Customer, disable Customer’s access to all or part of the CRU Services and CRU shall be under no obligation to provide any or all of the CRU Services while the invoice(s) concerned remain unpaid; and
 - 2.3.2 interest shall accrue on a daily basis on such due amounts at the rate specified for late payments from time to time in the Commercial Debts (Interest) Act 1998, commencing on the due date and continuing until fully paid, whether before or after judgment.



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3. Licence Parameters

Restrictions

- 3.1 The Customer's use of the CRU Services is restricted to the Customer and the Authorised Users on behalf of the Customer agreed in writing by CRU and the Customer within Specified Sites, where those Specified Sites are 100% owned by the Customer or a Subsidiary of the Customer.
- 3.2 If any Authorised User leaves the Customer's employment, that Authorised User's access to the CRU Services shall immediately cease and the Customer shall immediately notify CRU of the Authorised User's departure. The Customer may specify a replacement Authorised User by prior written notice to CRU.
- 3.3 The Customer shall ensure that the CRU Services are kept secure, shall use the best available practices and systems to enforce the use restrictions of these Terms and Conditions and shall prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the CRU Services.
- 3.4 Except as otherwise expressly authorised and commercial terms agreed by CRU in advance and in writing, neither the Customer nor any Authorised Users on the Customer's behalf or otherwise may:
 - 3.4.1 make printouts or copies of the CRU Services for distribution or otherwise disclose the CRU Services to unauthorised persons either within or outside the Customer's company;
 - 3.4.2 make the CRU Services available to unauthorised persons on a local area network, a wide area network or any intranet or extranet;
 - 3.4.3 abstract, download, store, reproduce, transmit, display, copy or distribute the CRU Services for use other than as permitted herein;
 - 3.4.4 decompile, disassemble or reverse engineer any of the CRU Services, databases or other systems used by CRU to provide the CRU Services;
 - 3.4.5 re-sell the CRU Services to others.
- 3.5 
- 3.6 Except as otherwise expressly authorised and commercial terms agreed by CRU in advance and in writing, neither the Customer nor Authorised Users on the Customer's behalf or otherwise may conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the CRU Services including any data, content, information or services accessed via the same, including but not limited to using (or permitting, authorizing or attempting the use of):
 - 3.6.1 any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy,



monitor, or republish any portion of the CRU Services;

- 3.6.2 any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

Permissions

- 3.7 Authorised Users may access the CRU Services solely for the Customer's own normal internal business purposes, for these purposes only and (subject to clause 3.9) in the following manner only:

3.7.1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 3.8 If the Customer has purchased an Enterprise Licence for a particular CRU Service (as designated on the Invoice), then the words, "for the exclusive use of the Authorised User" contained in clauses 3.7.2 and 3.7.3 above shall be deemed to be deleted so far as they apply to such CRU Service, and each Authorised User shall be entitled to share such information received in accordance with clause 3.7 with other Authorised Users of the Customer for the Customer's own normal internal business purposes.

- 3.9 In addition to the permissions set out in clause 3.7 the Customer shall have a limited right in the ordinary course of its business to republish the CRU Services internally without an Additional Licence:

3.9.1 as static graphical images not showing any specific data points and from which it is not possible to extract or otherwise manipulate the CRU Services; and/or

3.9.2 as minimal excerpts of the CRU Services in tabular data or descriptive text,

3.9.3 in the case of both 3.9.1 and 3.9.2 provided that such redistribution complies with *all* of the following conditions:

3.9.3.1 the CRU Services must be only a limited extract with respect to tabular data or descriptive text;

3.9.3.2 the CRU Services are provided only on a one-off individual basis and are not a continuing service;

3.9.3.3 the CRU Services are not updated in real-time;

3.9.3.4 the CRU Services are not updated in accordance with a regular schedule;

3.9.3.5 the provision of the CRU Services is incidental to Customer's business or the user's job function;

3.9.3.6 the minimal excerpts of the CRU Services must not be reversed engineered to recreate the CRU Services from which they were derived



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and any such minimal excerpts shall not be used as a substitute for the CRU Services from which they were derived;

- 3.9.3.7 CRU Services shall not be incorporated in any Customer product or services having commercial value;
- 3.9.3.8 the Customer shall not charge for the CRU Services and/or any Customer products or services incorporating the CRU Services; and
- 3.9.3.9 the Customer must ensure that each time the CRU Services is republished:
 - 3.9.3.9.1 any CRU trademarks which are attached to the CRU Services shall not be removed or altered; and
 - 3.9.3.9.2 the CRU Services shall not be displayed without the source of the CRU Services being clearly attributed to CRU or without any CRU trademarks being shown in a reasonably prominent manner near to the CRU Services.

Additional Licences

3.10

[REDACTED]

[REDACTED]

[REDACTED]

Miscellaneous

- 3.12 The Customer shall ensure that only Authorised Users have access to and use of the CRU Services and that the Authorised Users comply at all times with these Terms and Conditions.
- 3.13 In relation to the Authorised User use of CRU Services delivered on-line, the Customer undertakes that:
 - 3.13.1 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased as set out in the Invoice;
 - 3.13.2 [REDACTED], it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the CRU Services;
 - 3.13.3 each Authorised User shall keep a secure password for his use of the CRU Services and that each Authorised User shall keep his password



confidential;

3.13.4 it shall maintain a written, up to date list of current Authorised Users and provide such list to CRU within five working days of CRU's written request at any time or times.

3.14 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the CRU Services that:

3.14.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.14.2 facilitates illegal activity;

3.14.3 depicts sexually explicit images;

3.14.4 promotes unlawful violence;

3.14.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or

3.14.6 causes damage or injury to any person or property;

and CRU reserves the right, without liability to the Customer, to disable the Customer's access to the CRU Services in the event of a breach of the provisions of this clause.

3.15

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.18 When the CRU Services are delivered to the Customer via a data feed, CRU's responsibility ends when the correct data feed file is delivered to the designated delivery website in the correct place and at the specified time agreed with the Customer. The Customer shall be responsible for extracting and downloading any such data. CRU reserves the right to stop the data feed without warning if it detects any malicious activity or potential data breach.



3.19 If the Customer uses the CRU Services licensed to it for any purpose beyond the permitted scope of usage set out in clauses 3.7 and 3.9 or as set out in any Commercial, Republishing or Additional Licence ("**Unauthorised Use**"), it will pay to CRU on demand as liquidated damages a sum equivalent to the difference between the licence fee paid by the Customer over the period of Unauthorised Use ("**Unauthorised Period**") and the licence fee that would have been payable by the Customer (calculated in accordance with CRU's License fees for such usage) to permit it to use the CRU Services for the Unauthorised Use for the Unauthorised Period.

3.20 The liquidated damages payment in clause 3.19 represents a genuine pre-estimate of CRU's loss and does not impose a detriment on the Customer which is disproportionate to the legitimate interests of CRU in the enforcement of the terms of the licence granted to the Customer and the protection of CRU's Intellectual Property Rights in the CRU Services and are payable within 30 days of CRU's demand.

4. **Expiry of Limited Term Licences**

Where the CRU Services are supplied on a Limited Term licence:

4.1 the right to access or use the CRU Services on a computer, mobile device or in hard copy ends automatically at the end of the stated Limited Term and, unless the licence is renewed by agreement with CRU, the Customer shall then make no further use of the CRU Services; and

4.2 upon expiry or termination of the Limited Term, the Customer shall comply with its obligations under clause 10.2.

5.

[REDACTED]

[REDACTED]

6. **Intellectual Property**

6.1 Except as expressly set forth herein, all Intellectual Property Rights in the CRU Services are and shall remain at all times the property of CRU.

6.2 The Customer shall promptly notify CRU of any unlicensed use of CRU's intellectual property rights (whether by the Customer's employees, agents or any third party) which comes to their attention and any allegation by any person that the use of the CRU Services breaches the rights of any third party.

7. **Support**

Where CRU offers support, documentation, training or assistance in relation to any CRU Services, this is available only to Authorised Users unless CRU specifically agrees in advance and in writing to the contrary with the Customer.

8. **Confidentiality**

8.1 The provisions of this clause 8 shall not apply to any Confidential Information that:

8.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this



clause);

- 8.1.2 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
 - 8.1.3 was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
 - 8.1.4 the Parties agree in writing is not confidential or may be disclosed; or
 - 8.1.5 is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.
- 8.2 Each Party shall keep the other Party's Confidential Information secret and confidential and shall not:
- 8.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Contract; or
 - 8.2.2 disclose such Confidential Information in whole or in part to any third Party, except as expressly permitted by this clause 8.
- 8.3 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information, provided that:
- 8.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 8.3.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 8.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 8.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Contract are granted to the other Party, or to be implied from this Contract.
- 8.6 On termination or expiry of this Contract, each Party shall:
- 8.6.1 destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 8.6.2 erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - 8.6.3 certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any



applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient Party, subject to clause 10 (Termination).

- 8.7 No Party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other parties (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.
- 8.8 Except as expressly stated in this Contract, no Party makes any express or implied warranty or representation concerning its Confidential Information.
- 8.9 The above provisions of this clause 8 shall continue to apply after termination or expiry of this Contract.

9. Liability

- 9.1 In lieu of and to the exclusion of all liability that CRU would otherwise have and rights that the Customer would otherwise have in relation to the quality, performance or specification of any CRU Service (including, without limitation, under express or implied warranties, representations and conditions, statutory or otherwise, relating thereto), as the Customer's sole remedy and CRU's sole obligation in respect thereto, CRU will (at its option) correct or replace any CRU Service if:

- 9.1.1 any media on which such CRU Service has been supplied contains, on such supply, a defect in materials and workmanship; or
- 9.1.2 there is, on supply, a defect in the CRU Service materially prejudicing the Customer's ability to extract CRU Data or CRU Information from the CRU Service or use any model or tool therein contained;

provided that such defect is notified to CRU within ninety (90) days of the date of its supply to the Customer, and CRU is satisfied that the CRU Service has been properly used on the computer and with the operating system for which it was designed.

- 9.2 Nothing herein shall limit either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.
- 9.3 Neither Party shall be liable for failure to perform under this Contract when and to the extent such failure is caused by or results from a Force Majeure Event. In the event of a Force Majeure Event, the Party adversely affected shall give prompt notice of such event to the other Party, and use commercially reasonable efforts to end the failure to perform and minimize the effects of such Force Majeure Event.
- 9.4 Notwithstanding any other provision of these Terms and Conditions:
- 9.4.1 CRU's total aggregate liability in any Contract Year under these Terms and Conditions or otherwise in respect of the CRU Services (including, without limitation, defaults in delivery, loss or damage incurred through use thereof, and all liability for negligence) shall be limited to the total amount payable by the Customer for the CRU Services concerned in that Contract Year as stated on the Invoice; and
- 9.4.2 Neither Party shall be liable in contract, tort (including negligence), breach of statutory duty, or otherwise under any circumstances for any:
- 9.4.2.1 loss of profits;



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- 9.4.2.2 loss of revenue;
- 9.4.2.3 indirect, special or consequential loss or damage of any kind howsoever arising;
- 9.4.2.4 loss of business opportunities; or
- 9.4.2.5 loss of or damage to goodwill;

suffered or incurred by the other Party under or in connection with the CRU Services or these Terms and Conditions, provided that this clause 9.4.2 shall not apply to the Customer's liability for breach of CRU's Intellectual Property Rights.

10. Termination

10.1 CRU may terminate the Contract or the licence granted herein:

- 10.1.1 if the Customer commits any material breach of these Terms and Conditions and fails to remedy it within fourteen (14) days after receiving notice of the breach;
- 10.1.2 if the Customer is subject to an Insolvency Event;
- 10.1.3 if the Customer is subject to any Sanctions Law or appears on any Sanctions Lists;
- 10.1.4 with respect to any Authorised User if such Authorised User is subject to any Sanctions Law or appears on any Sanctions Lists;
- 10.1.5 if a Force Majeure Event continues for three months after written notice thereof has been provided to or received from the Customer; or
- 10.1.6 upon giving the Customer three months' notice in writing.

Clauses 3.8, 4, 6.1, 8, 9, 10, 11 and 12 shall survive any expiry or termination of the Contract and remain in full force and effect thereafter.

10.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. Law/Jurisdiction

11.1 The Contract and any dispute arising under or in connection with it shall be construed in accordance with the laws of England and Wales and save as provided for in clause 11.2 the Parties hereby irrevocably submit to the exclusive (non-exclusive in relation to any of the enforcement of judgments, the protection of confidential information and the protection of Intellectual Property Rights) jurisdiction of the courts of England and Wales.

11.2 Where the Customer is solely based in the United States of America, the Contract and any dispute arising under or in connection with it shall be construed



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in accordance with the laws of the State of New York and the Parties submit to the jurisdiction of the state courts located in New York County, New York and the federal courts located in the Southern District of New York.

12. General

- 12.1 Both Parties will comply with all Law applicable to their performance of their obligations under these Terms and Conditions or which apply to the Parties as a result of their entering in these Terms and Conditions.
- 12.2 The Customer represents that neither it nor any of its Authorised Users is subject to any Sanctions Law in the Relevant Countries or on any Sanctions Lists and undertakes to immediately notify CRU in the event of any change in its status or the status of any of its Authorised Users.
- 12.3 If any provision(s) of these Terms and Conditions shall be held to be invalid, illegal, unenforceable or in conflict with the Law of any jurisdiction, such provision(s) shall be enforced, if possible, to the maximum extent permitted by Law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 12.4 Any notice given to a Party under or in connection with these Terms and Conditions shall be in writing and shall be:
 - 12.4.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 12.4.2 sent by email to the address specified below or in the addendum signed by the Customer.
- 12.5 Any notice shall be deemed to have been received:
 - 12.5.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 12.5.2 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 or at the time recorded by the delivery service; and
 - 12.5.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.5.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.6 Clauses 12.4 and 12.5 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 12.7 These Terms and Conditions may not be assigned or transferred by the Customer, directly or indirectly (whether by a sale of assets or equity, merger, reorganisation or otherwise), without the prior written consent of CRU, and any purported assignment without such approval shall be null and void.
- 12.8 These Terms and Conditions, together with the Invoice, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. The Parties confirm that they are not relying on any representation term or understanding which is not expressly set out or referred to in this Contract.



CRU INTERNATIONAL LTD
GROUND FLOOR
31 KENTISH TOWN ROAD
CAMDEN TOWN
LONDON NW1 8NL
UNITED KINGDOM

- 12.9 These Terms and Conditions may be amended or supplemented only by an agreement in writing signed by both the Parties.
- 12.10 The Contract (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions and no person other than one of the Parties to these Terms and Conditions shall have any right to enforce any term or condition hereof.
- 12.11 These Terms and Conditions will be binding upon the Parties hereto and their successors and permitted assigns.
- 12.12 No failure by either of the Parties to give notice of or seek a remedy for any violation of these Terms and Conditions or to insist on strict performance hereunder shall reduce, impair or affect its right to later seek such remedy or insist on such performance with respect to the same or any other violation or failure, regardless of its knowledge or lack of knowledge thereof. The Invoice shall be deemed to be a part of the Contract represented by these Terms and Conditions.