

QUARTIX PURCHASING TERMS AND CONDITIONS 27/06/2018

1. APPLICATION OF TERMS AND CONDITIONS

1.1 Except for terms agreed in clause 1.2, these terms and conditions are incorporated into and shall govern (to the exclusion of all other terms including without limitation any terms appearing on the Supplier's invoices or other paperwork) each and every Contract. No conduct by Quartix shall be deemed to constitute acceptance of any terms put forward by the Supplier or any other terms.

1.2 Any variation to these terms and conditions, or alternative terms and conditions, must be agreed in writing and duly authorised by both the Supplier and a director of Quartix. Where the latter do not include all of the terms included in these terms, then Quartix's Purchase Terms & Conditions will apply.

1.3 Quartix shall be entitled to vary the terms and conditions set out therein from time to time and any such variations shall be binding upon the Supplier with effect from the date on which Quartix notifies the Supplier in writing of the relevant variation.

1.4 Quartix agrees to buy, and the Supplier agrees to supply the Supplies in accordance with and subject to these terms and conditions, including without limitation this clause.

1.5 Each Purchase Order for Supplies by Quartix from the Supplier shall be deemed to be an offer by Quartix to purchase Supplies subject to these terms and conditions. All orders placed on a Purchase Order by Quartix shall be deemed to have been accepted by the Supplier unless (where the Supplier has not already agreed to provide future Supplies) the Supplier sends written notification to Quartix within five days of the date of the Purchase Order. No Purchase Order shall bind Quartix unless and until it bears a Purchase Order number.

1.6 Quartix shall be under no responsibility to accept delivery of Supplies for which a Purchase Order has not been properly provided by Quartix. Deliveries of Supplies other than in accordance with a Purchase Order may (at Quartix's option) be returned to the Supplier at the Supplier's expense and risk.

1.7 In the event of any conflict between the terms of these terms and conditions and the Special Conditions, the latter shall prevail.

2. DEFINITIONS

In these terms and conditions

Quartix means Quartix Holdings plc, Quartix Limited, Quartix Inc or any other entity that is directly or indirectly controlled by Quartix Holdings plc.

Confidential Information means any information which is contained in any documentation, drawings, specifications, diagrams, plans, notes, data, patterns, models, samples, software,

computer files, software applications, computer outputs or other materials or records or other information whether written or oral or of a business, financial or technical nature which is marked or otherwise indicated or known to be of a proprietary or confidential nature, including Intellectual Property Rights, and personal data concerning employees, customers or other third parties, and which is disclosed by one party to the other party pursuant to this Contract (whether before or after the Contract is executed).

Contract means the individual contract entered into by Quartix and the Supplier for the Purchase and Sale of the Supplies on these terms and conditions, the Special Conditions (if any), and the Purchase Order including any Specification. In the event of conflict between these terms and conditions, the Special Conditions and the Purchase Order, the order of priority will be: (i) the Purchase Order including any Specification; (ii) the Special Conditions; (iii) these terms and conditions; and (iv) any standard trade terms agreed to apply.

Data means any data which might be captured by Data Protection Legislation, which includes but is not limited to personal data and sensitive data as defined by General Data Protection Regulation.

Data Processing Terms means Quartix's Data Processing terms to ensure there are proper arrangements in place relating to Data passing from Quartix to the Supplier. Any transfer of Data from the Supplier to Quartix is dealt with by Quartix's Data Processing Terms, which form part of this Agreement and are available at:

https://www.quartix.net/Supplier_Data_Processing_Terms.php

Delivery Point means the address stated in the Purchase Order or such other address as is notified to the Supplier by Quartix.

Installation Instructions means a document, including but not limited to Quartix Installation and Test Manual, provided to the Supplier by Quartix setting out requirements with which the Supplier shall comply in the supply installation services for vehicle tracking units.

Intellectual Property Rights means any right subsisting in any patents, rights to inventions, trademarks, design, copyright, computer software, databases, know-how and other trade secrets, equipment, tools, dies, moulds, drawings, specifications, trade names, domain names and other industrial or intellectual property rights or other forms of protection having equivalent or similar effect subsisting anywhere in the world, in each case whether registered or unregistered and including applications for registration.

Loss(es) means all direct, indirect or consequential liability, all losses, damages, expenses, costs, claims, proceedings, or demands including legal and other professional expenses.

Purchase Order means the individual official numbered purchase order placed by Quartix on these terms and conditions and any Special Conditions, or multiple purchase orders placed by Quartix in relation to a specific agreement.

Supplier means company, partnership or person selling the Supplies.

Supplies means all articles, materials, goods, work or services specified in the Purchase Order or as may be amended from time to time.

Special Conditions means any terms and conditions attached or referred to in i) a duly authorised written agreement per paragraph 1.2 above, ii) a Purchase Order, iii) a signed Installer Agreement, iv) a signed Distributor Agreement, or v) Supplier Handbook where provided to the Supplier, or attached to these terms and conditions.

Specification means any specification of the Supplies referred to in a Purchase Order.

Supplier Handbook means a document provided to the Supplier by Quartix, including Installation Instructions, setting out requirements with which the Supplier shall comply in the supply of goods or services.

3. VARIATION

These terms and conditions apply to all of Quartix's purchases and any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised signatory of Quartix.

4. SPECIFICATION, DESCRIPTION, SAMPLE AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Supplies will be in conformity with the specifications, drawings, samples or other descriptions of the Supplies contained or referred to in the Purchase Order or otherwise supplied to the Supplier by Quartix in writing. Any Intellectual Property Rights in any work commissioned by Quartix or developed by the Supplier to complete an order (or used by the Supplier specifically in the manufacture of the Supplies) (together, "Company Property") shall be the exclusive property of Quartix. The Supplier shall not use or disclose any such specification, description or sample or any such Intellectual Property Rights except to the extent necessary to fulfil its obligations under the Contract.

4.2 The Supplier shall keep all Company Property in safe custody at its own risk insured for its full replacement value against all risks and maintained and kept in good condition by the Supplier until returned to Quartix and shall not dispose of any of it other than in accordance with Quartix's written instructions, nor shall such items be used otherwise than as authorised by Quartix in writing.

4.3 The Supplier shall do all such acts and execute all such documents as Quartix may require to assign to it all Intellectual Property Rights described in Condition 4.1 above.

5. QUALITY

5.1 The Supplies shall be of the best available design quality, material and workmanship, without fault and conform in all respects with the Purchase Order and specification and/or patterns or samples supplied or advised by Quartix to the Supplier.

5.2 Quartix's rights under these terms and conditions are in addition to the statutory conditions implied in favour of Quartix by the Sale of Goods Act 1979.

5.3 At any time prior to or promptly following delivery of the Supplies to Quartix, Quartix shall have the right to inspect and test the Supplies. If Quartix believes that the Supplies do not conform or are unlikely to conform with the Purchase Order or to any specifications and/or patterns or samples supplied or advised by Quartix to the Supplier, Quartix shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition Quartix shall have the right to require and witness further testing and inspection.

5.4 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Supplies and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

5.5 If any of the Supplies fail to comply with the provisions set out in condition 5.1 Quartix shall be entitled to avail itself of any one or more remedies listed in condition 14 and all such rights and remedies shall be available on a cumulative basis.

5.6 The supplier shall permit Quartix (and its agents) to inspect, review, verify and take copies of any associated records and documentation in the control or possession of the Supplier related to the Contract for the purpose of auditing the provision of the Service and the performance of the Agreement.

6. CONFIDENTIALITY

6.1 The Supplier and Quartix each acknowledges that it may have access to, and become acquainted with Confidential Information relating to the business or affairs of the other party and, in respect of the Supplier, Intellectual Property Rights in Quartix Property. Subject to the usual common law exclusions, each party specifically agrees that it will keep confidential, and will not use for any purpose other than the performance of this Contract, and will not without the prior written consent of the other disclose, directly or indirectly, to any third party, any Confidential Information.

6.2 Where the Supplier supplies Quartix with Confidential Information the Supplier agrees that Quartix may disclose such information to a third party under conditions of confidentiality.

7. WARRANTY

7.1 The Supplier warrants to Quartix that:

(i) any Supplies performed by the Supplier will be provided or performed by or using appropriately qualified and trained personnel, provided or performed with due care and diligence

and to such high standard of quality as is reasonable for Quartix to expect in all the circumstances;

(ii) the Supplies shall be fit for any purpose held out by the Supplier or made known to the Supplier or for which they are commonly used;

(iii) the Supplies shall be of the best available design and durability, of the best quality, material and workmanship, be without fault (whether in design, material and/or workmanship) and conform in all respects with the Purchase Order and Specification and/or patterns or samples supplied or advised by Quartix to the Supplier;

(iv) the Supplies will be warranted to be free from defective workmanship and failure of materials used for a period of 12 months following the date of delivery and any and all repairs required as a result of failure under this warranty will be performed at the cost of the Supplier;

(v) the Supplier will not, at any time during the course of the Contract or thereafter, use any Confidential Information otherwise than for the purposes of carrying out the Contract and to keep the same confidential and

(vi) the Supplier shall comply with all statutory requirements and regulations relating to the sale of the Supplies and the services performed.

7.2 The Supplier further warrants that it shall comply with all relevant health and safety and environmental legislation and shall ensure that, when in the course of delivering the Supplies it or its agents attend Quartix's premises, it and its agents shall comply with all reasonable instructions of Quartix in respect of health and safety and environmental matters.

7.3 The Supplier further warrants that it shall comply with Quartix's Equal Opportunities and Diversity Policy as provided to the Supplier from time to time and on request.

8. TERMINATION

8.1 Quartix may cancel a Purchase Order in respect of all or part only of the Supplies by giving notice to the Supplier at any time prior to delivery or performance, in which event Quartix's sole liability shall be to pay the Supplier the value for the work in progress relating to the supply of such Supplies, up to a maximum amount of the price for the Supplies in respect of which Quartix has exercised the right of cancellation, less any amount obtained by the Supplier for selling on such Supplies or work in progress (it being deemed for these purposes that any sales of Supplies made by the Supplier to a third party shall be treated as first sold from Supplies, or work in progress, cancelled by Quartix).

8.2 Quartix may terminate the Contract immediately by notice to the Supplier and without liability to the Supplier if at any time:

(i) the Supplier commits a material breach of any of the terms and conditions of the Contract; or

- (ii) the Supplier makes a voluntary arrangement with its creditors or becomes the subject of an administration arrangement order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- (iii) the Supplier has a receiver or manager, administrator or administrative receiver appointed of any of its property or assets; or
- (iv) a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or
- (v) the Supplier ceases or threatens to cease to carry on business; or
- (vi) the financial position of the Supplier deteriorates to such an extent that in the opinion of Quartix the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
- (vii) Quartix reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- (viii) there is a change in control of Quartix or the Supplier. For the purpose of this condition, "control" means the ability to direct the affairs of another whether by voting or contractual rights or otherwise and whether directly or indirectly; or
- (ix) the Supplier sells or otherwise disposes of goods which bear trademarks or other intellectual property belonging to or licensed to Quartix; or
- (x) the Supplier is in breach of its obligations herein and where such breach is capable of remedy, has not been remedied within 15 days of Quartix notifying the Supplier of such breach.

8.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Quartix accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

9. INDEMNITY AND INSURANCE

9.1 The Supplier shall indemnify and keep indemnified Quartix, its agents, employees, officers, subsidiaries, associated companies and assigns in full against all Losses in respect of (i) defective workmanship, quality or material breach; (ii) any infringements of Intellectual Property Rights arising out of the purchase, sale or use of any Supplies except to the extent that any such claim arises from strict compliance by the Supplier with a specification or design supplied by Quartix; (iii) any breach of confidentiality; (iv) any claim made against Quartix in respect of any Loss sustained by Quartix's employees or agents or by any customer or third party to the extent that such Loss was caused by, relates to or arises from the Supplies; (v) any loss of materials provided by Quartix to the Supplier in connection with the delivery of the Supplies; (vi) any breach liability under the Consumer Protection Act 1987 in respect of the Supplies; and (vii) any act or

omission of the Supplier, its employees, agents or subcontractors in supplying, delivering and installing the Supplies and the performance of any services which form part of the Supplies or any other services, save in so far as such Losses arise directly from Quartix's negligence.

9.2 The Supplier shall affect and maintain insurance with a substantial and reputable insurance company to cover its liabilities under this contract or under statute for at least £5 million in respect of any one occurrence, the number of occurrences being unlimited. The Supplier will, on request, produce evidence of any relevant policies to meet these obligations.

9.3 Neither party excludes or limits its liability for personal injury, death or for fraud or fraudulent misrepresentation.

9.4 Save for clause 9.3 above, in no event shall Quartix's liability to the Supplier exceed the lesser of: (a) £50,000 and (b) the value of the goods and services procured by Quartix from the Supplier in the 3 month period prior to notification of any claim. Under no circumstances shall Quartix be liable for any indirect, punitive, incidental, special or consequential damages.

10. PRICE

10.1 The price of the Supplies shall be as stated in the Purchase Order (or Special Conditions as the case may be) and shall be exclusive of any applicable value added tax (which shall only be payable by Quartix on receipt of a valid VAT Invoice); and inclusive of all charges for packaging, carriage, insurance and delivery of the Supplies to the Delivery Address and any duties, taxes or levies other than Value Added Tax unless otherwise stated in the Purchase Order or Special Conditions.

11. PAYMENT

11.1 The Supplier shall, after delivery of the Supplies, invoice Quartix in the currency and at the address set out on the front of the Purchase Order and each invoice and packing list shall quote the Purchase Order number, item number(s) and line item number(s).

11.2 Quartix shall, except in the event of a dispute and subject to receipt of the necessary invoice, pay for the Supplies within 35 days following the end of the month of receipt of invoice or by such other time as may be agreed between the parties and where Quartix fails to make payment by the agreed date for payment the Supplier shall be entitled to charge simple interest on the overdue amount from the agreed date for payment up to the date of actual payment at the annual rate of 2% above the base lending rate of Barclays Bank Plc. The parties agree that this constitutes a substantial remedy in the meaning of the Late Payments of Commercial Debts (Interest) Act 1998 (as amended) and that it therefore applies in place of and to the exclusion of remedies set out in that act.

11.3 Without prejudice to any other right or remedy, Quartix reserves the right to set off any amount owing at any time from the Supplier to Quartix or any subsidiary (and for the purposes of this Condition 11.3 "subsidiary" shall mean any company in which Quartix Holding plc or one

of its subsidiaries, holds 50% or more of the share capital) against any amount payable by Quartix to the Supplier under the Contract.

11.4 Quartix will settle its obligations in the currency stated on the Purchase Order.

12. DELIVERY / ACCEPTANCE/ PERFORMANCE

12.1 Delivery shall be made by the Supplier, carriage paid, on the date set out in the Purchase Order to the Delivery Point. Quartix accepts no responsibility for Supplies delivered outside specified times and unless otherwise stipulated by Quartix in the Purchase Order, deliveries shall only be accepted by Quartix in normal business hours.

12.2 Unless agreed in writing Quartix shall not be obliged to return any packaging or packaging materials.

12.4 If the Supplies are to be delivered in instalments the Contract must, unless otherwise agreed by Quartix in writing, be treated as a single Contract and not severable.

12.5 Without prejudice to any liability the Supplier may have, the Supplier must report immediately to Quartix the occurrence of any event either within or beyond its control which is likely to affect delivery of the Supplies.

13. TITLE

On proper delivery of the Supplies to the Delivery Point, all risk, property and title in the Supplies shall pass to Quartix without prejudice to any right of rejection. Where payment has been made before delivery, property in the Supplies shall, on payment by Quartix, vest immediately in Quartix. Risk shall pass to Quartix when the Supplies are properly delivered to the Delivery Address/properly performed.

14. FORCE MAJEURE

Quartix reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Supplies ordered if it is prevented from or delayed or hindered in the carrying on of its business due to circumstances beyond the reasonable control of Quartix including, without limitation, acts of God, governmental actions, terrorism or the threat of terrorism war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), unexpected cost increases or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or the amendment or coming into force of any legal provision adversely affecting Quartix in relation to the supply of Supplies, including any Economic Sanctions Law.

15. REMEDIES

Any remedy available to Quartix is cumulative and is not in lieu of any other remedy. Without prejudice to any other right or remedy which Quartix may have, if any Supplies are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of this Contract or if any Purchase Order is not or is only partially fulfilled by the agreed delivery date, Quartix shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Supplies have been accepted by Quartix:

15.1 to accept the Supplies;

15.2 to rescind the Contract or to cancel that Purchase Order in respect of those Supplies that have not been delivered on time;

15.3 to reject the Supplies (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that the price for the Supplies shall be apportioned accordingly, and a full refund for the Supplies so returned shall be paid forthwith by the Supplier;

15.4 at Quartix's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Supplies or to supply replacement Supplies and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within a time limit specified by Quartix;

15.5 to refuse to accept any further deliveries of the Supplies but without any liability being owed to the Supplier;

15.6 to carry out at the Supplier's expense any work necessary to make the Supplies comply with the Contract; and

15.7 to claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract.

15.8 to attend the Supplier's premises to inspect and/ or uplift goods and materials.

16. ASSIGNMENT AND SUBCONTRACTING

16.1 Quartix may assign the Contract or sub-contract the whole or any part thereof to any person, firm or company.

16.2 Quartix shall be entitled to assign, transfer or sub-contract any of its rights or obligations under these terms and conditions.

16.3 The Supplier shall not assign or transfer the whole or any part of the Contract or subcontract the production or supply of any Supplies to be delivered under this Contract without the prior written consent of Quartix, but where the Supplier does sub-contract its obligations under the Contract, with or without consent of Quartix, the Supplier shall retain liability for such production or supply as if the Supplier had produced or supplied the Supplies itself.

17. MISCELLANEOUS

17.1 Any waiver by Quartix of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.2 The Contract may only be varied by the written agreement of both parties (and in the case of Quartix) must be signed by a director of Quartix's behalf.

17.3 If any provision of the Contract is held to be unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.4 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.5 Any notice required or permitted to be given by either party to the other under this Contract shall be in writing addressed to the other at its registered office or principal place of business.

17.6 Any notice hereunder shall be deemed to have been duly given if delivered personally or sent by prepaid first class post (airmail if to an address outside the United Kingdom) or email address to the party concerned at the address referred to in condition 18.5. In the absence of evidence of earlier receipt, any such notice shall be deemed to have been given:

- (a) if left personally, when left at the address referred to in condition 18.5;
- (b) if sent by pre-paid first-class post two days after posting;
- (c) if sent by air mail, six days after posting;
- (d) if sent by email, when read receipt received or confirmed by telephone.

17.7 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of one party shall be deemed to be or become an employee of the other party.

17.8 The Supplier shall not use Quartix's name for the purpose of advertisement or publicity without Quartix's consent.

17.9 In the event of any disputes arising out of or in relation to this Contract, without prejudice to any rights either party may have (including but not limited to the right to obtain injunctive relief and any right of Quartix if it reasonably believes that the Supplier has repudiated the Contract or is in material breach), either party may request that the parties attempt to settle it first by negotiation. If the parties have not settled such dispute within 21 days of the commencement of

negotiations the parties will attempt to settle it by referring the matter to their respective board of directors (or other relevant senior manager as may be agreed by the parties) who will attempt to resolve such dispute.

18. ETHICAL TRADING AND COMPLIANCE WITH LAWS

18.1 In accordance with Quartix's commitment to sustainable and ethical business practices the Supplier warrants and represents that in connection with any matter arising under or pursuant to any Contract it shall

(i) Comply in all respects with the Ethical Trading Initiative base code, a copy of which can be found at <http://www.ethicaltrade.org/eti-base-code>, to protect its workers' rights, including by ensuring: safe and hygienic working conditions, freedom of association, living wages are paid, working hours are not excessive, no discrimination is practised, no harsh or inhumane treatment is allowed and no child labour is used;

(ii) ensure environmental management programmes are in place

(iii) (without prejudice to Condition 20) not offer, promise, give or receive any improper financial payment and/or other improper advantage to or from any person, customer or supplier;

(iv) not make or offer, directly or indirectly, any payment, gift or other advantage to a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; and

Modern Slavery Act 2015

18.2 The Supplier shall:

(i) Comply with all applicable laws and regulations of the United Kingdom against slavery and human trafficking in all of its forms, and in particular ensure compliance with the Modern Slavery Act 2015 if it applied to the Supplier, irrespective of their jurisdiction;

(ii) Take such steps as are necessary to ensure that slavery and human trafficking is not taking place in any part of the Supplier's supply chain or in any part of its business;

(ii) Use all reasonable endeavours to ensure that Supplier Personnel, any third party agent, subcontractor, or other representative used in the performance of the Supplier's obligations under the Contract are aware of and comply with the provisions set out in this clause

Bribery Act 2010

18.3 The Supplier shall:

(a) shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (all of the aforesaid being "**Relevant Requirements**");

(b) Use its best endeavours to prevent bribes, including maintaining in place throughout the term of the Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

(c) disclose immediately all bribes, offers of bribes or suspicions of bribery or corruption

(d) Use all reasonable endeavours to ensure that Supplier Personnel, any third party agent, subcontractor, or other representative used in the performance of the Supplier's obligations under the Contract are aware of and comply with the provisions set out in this clause.

Data Protection Legislation

18.4 In providing the Supplies, the Supplier may process (albeit incidentally) personal data in respect of which Quartix is the data controller. In processing any such personal data, the Supplier shall comply with all applicable data protection and privacy laws and regulations including without limitation, the provisions of the Data Protection Act 1998 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (512003/2426), the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the General Data Protection Regulation, and not by any act or omission cause the Company to breach any such laws or regulations.

Where, in connection with this Contract, the Supplier processes personal data on Quartix's behalf it be subject to Quartix's Supplier Data Processing Terms, which form an integral part of these terms and conditions and are available at:

https://www.quartix.net/supplier_Data_Processing_Terms.php

19. TAX AND TAX INDEMNITY

19.1 The Supplier will account to the appropriate authorities for income tax, VAT and National Insurance contributions and all other taxes, liabilities, charges and duties arising out of the provision of the Supplies. The Supplier will register for VAT purposes if appropriate and will supply Quartix, if requested, with a copy of certification of registration.

19.2 Quartix is committed to preventing persons acting in the capacity of a person associated with it from engaging in criminal facilitation of tax evasion, as set out in the Criminal Finances Act 2017. The Supplier warrants not to engage in facilitating tax evasion and to report any concerns immediately to Quartix. A breach of this warranty will result in termination of this agreement.

20. GOVERNING LAW

The Contract and any dispute or claim arising out of or in connection with it, or its subject matter or formation, whether of a contractual or non-contractual nature, shall in all respects be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts, provided that Quartix may apply to any court of competent jurisdiction to defend its Intellectual Property Rights.