

Moove General Terms & Conditions of Sale

MOOVE LUBRICANTS LIMITED, MOOVE incorporated and registered in England and Wales with company number 02075698 whose registered office is at Dering Way, Gravesend, Kent, DA12 2QX ("Moove").

In these General Terms and Conditions of Sale:

"**Affiliate**" means any subsidiary or affiliated company of Moove and/or its ultimate parent company, in accordance with the relevant provision of the section 1162 Companies Act 2006 as updated and amended from time to time.

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

"**Buyer**" means the purchaser of the Products from Moove.

"**Contract**" means these Terms and any pricing letter agreement(s) or other written document(s) and/or agreements that are agreed between Moove and the Buyer of which these Terms are expressly made part of.

"**Data Protection Legislation**" means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).

"**Order**" means an order for the Products submitted by the Buyer in accordance with these Terms.

"**Product(s)**" means lubricants, ancillary products and/or chemicals as listed and/or agreed between the parties in the Order or any contract, order letter or other document that is agreed between Moove and the Buyer of which these Terms form part.

"**Proprietary Marks**" means any Moove, Cosan, or Moove Affiliate or third party trade names, service marks, trademarks, logos, emblems, trade dress and other indicia of origin as Moove may from time to time own or use or be licensed to use in connection with marketing the Products.

"**Terms**" means these General Terms and Conditions of Sale.

1. PRODUCTS AND DELIVERIES

- a) Moove shall supply and the Buyer shall purchase such quantities of Products as the Buyer may order in accordance with these Terms. Unless otherwise expressly agreed between Moove and the Buyer in writing, all Products shall be supplied to the Buyer on a non-exclusive basis.
- b) The Buyer may submit Orders to Moove from time to time. Each Order constitutes an offer by the Buyer to purchase the Products in accordance with these Terms. The Buyer is responsible for ensuring that Orders are complete and accurate. Orders shall only be deemed to be accepted when Moove issues a written acceptance of the Order, or Moove does any act consistent with fulfilling the Order, at which point a contract shall come into existence.
- c) Each Order submitted shall be deemed to be a separate offer by the Buyer to purchase the Products in accordance with these Terms, which Moove shall be free to accept or decline at its absolute discretion.
- d) If the Products are to be delivered outside the United Kingdom, then Moove shall deliver the Products Ex-Works (Incoterms 2010) or, if the Contract expressly states otherwise, to such other location as the parties may expressly agree ("**Delivery Location**") in accordance with a particular agreed Incoterm (2010) at any time after Moove notifies the Buyer that the Products are ready.
- e) If the Products are to be delivered within the United Kingdom, then Moove shall deliver the Products CPT (Incoterms 2010) to an agreed destination at any time after Moove notifies the Buyer that the Products are ready.
- f) Delivery of the Products shall be completed on the Products arrival at the Delivery Location.
- g) Any dates quoted for delivery are approximate only and the time for delivery is not of the essence. Moove shall not be liable for any delay in delivery of the Products that is caused by the Buyer's failure to accept delivery or failure to provide Moove with adequate delivery instructions or any other instructions that are relevant to the supply of the Products. For the avoidance of doubt, Moove shall not pay any penalty charges to the Buyer in the event that an Order is delivered later than the estimated time for delivery.
- h) The Buyer shall be responsible for providing safe facilities or transportation for the Products pursuant to this Contract at the Delivery Location.
- i) Moove reserves the right not to deliver Products if, in the opinion of Moove (and for so long as) the storage facilities at the Delivery Location are unsafe.
- j) Moove reserves the right to carry out its obligations hereunder through its Affiliates and/or its contractors.
- k) Moove reserves the right not to accept any Order or make deliveries which are below its advised minimum order value or minimum order quantity. In addition, Moove reserves the right to levy a charge for special deliveries or deliveries below its advised minimum order value or minimum order quantity.
- l) The Buyer shall be responsible for ensuring that there will be, at the time of each bulk delivery to the Buyer's premises, sufficient ullage in that installation.
- m) If, at the request of Buyer and the consent of Moove, any delivery of the Products is made to any third party or related company of the Buyer, the Buyer shall be liable to pay for such supply of Products. Any order given by the Buyer for deliveries to third parties or related companies, shall at all times be deemed to be orders from the Buyer.
- n) Moove may deliver the Products by instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- o) If Moove fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. The Supplier shall have no liability under this Contract for any failure to deliver the Products to the extent that such failure is caused by any event described in clause 13 or the Buyer's failure to accept delivery or failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- p) If the Buyer fails to accept delivery of the Products within three (3) Business Days of the Supplier notifying the Buyer that the Products are ready, then, except where such failure or delay is caused by any event described in clause 13 or Moove's failure to comply with its obligations under the Contract:
 - i. delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which Moove notified the Buyer that the Products were ready; and
 - ii. Moove shall store the Products until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- q) If ten (10) days after the day on which Moove notified the Buyer that the Products were ready for delivery the Buyer has not accepted delivery of them, Moove may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Products or charge the Buyer for any shortfall below the price of the Products.
- r) Moove and the Buyer agree that if, in respect of an Order, Moove delivers less than the quantity of Products ordered, the Buyer shall not be entitled to reject the Order, but a pro rata adjustment shall be made to the Order invoice. For the avoidance of doubt, Moove shall not be liable to pay any penalty charges to the Buyer in the event that the quantity of Products delivered is below the ordered quantity.

2. ENVIRONMENTAL PROTECTION

If an escape, spillage or discharge of Products ("**Spill**") occurs while or after Products are being delivered to the Buyer hereunder, the Buyer will promptly take such action as Moove considers reasonably necessary to remove the Products and mitigate the effects of such Spill.

3. TITLE AND RISK OF LOSS

- a) Risk of loss or damage to any Products delivered by Moove to Buyer pursuant to this Contract will pass to Buyer in accordance with the applicable agreed Incoterm (2010).
- b) Title or property in Products will not pass to Buyer and legal ownership therein will remain vested in Moove until payment of the invoice price and all other sums due and owing from the Buyer to Moove on any account whatsoever is received in full and cleared funds. Until such time, Moove will be entitled to recover and/or resell the Products or any part thereof.
- c) Until title to the Products has passed to the Buyer, the Buyer shall:
 - i. hold the Products on a fiduciary basis as Moove's bailee;
 - ii. store the Products separately from all other goods held by the Buyer so that they remain readily identifiable as Moove's property;
 - iii. not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
 - iv. maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and
 - v. give Moove such information relating to the Products as Moove may require from time to time.
- d) If before title to the Products passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 8(b) or Moove reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Products have not been resold or irrevocably incorporated into another product (and without limiting any other right or remedy Moove may have) Moove may at any time require the Buyer to deliver up the Products to Moove and, if the Buyer fails to do so promptly, Moove may enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

4. MEASUREMENTS

Moove's measurements of quantity shall be accepted by the Buyer (save for manifest error).

5. QUALITY AND WARRANTIES

- a) Moove warrants that Products purchased under this Contract shall meet the specifications set out in Moove's Products data sheets (or such other specifications as are agreed between the parties in writing) at the time such Products are delivered from Moove's plants and facilities. Moove's Products data and material safety data sheets are available at www.Mooveoil.com. The Buyer shall be deemed to have read and understood these. Moove gives no guarantees or warranties, express or implied, as to the quality, merchantability, fitness or suitability of Products for any particular purpose or otherwise, except that Products sold hereunder shall meet the agreed specifications. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- b) Moove may, at any time, discontinue production/sale of any Product, change the grade, specifications, characteristics, delivery package, brand name, trademark or other distinctive designation of any Products and such Products, as so changed, shall remain subject to this Contract, unless otherwise agreed between the parties.

6. EXCISE DUTY AND VALUE ADDED TAX ("VAT")

Excise Duty and VAT, if applicable, shall be charged by Moove to Buyer at the rate applicable on the date of dispatch of Product.

7. PRICING AND PAYMENT

- a) The price for the Products (excluding VAT) shall be the price set out in Moove's published price list in force at the date of delivery or as otherwise confirmed by Moove in writing. Unless otherwise agreed or stipulated by Moove, payment of full invoiced amounts, without withholding and/or setoff shall be made by or on behalf of Buyer and received by Moove:
 - i. in Pounds Sterling (or other currency as agreed by Moove) without discount, deduction or setoff; and

- ii. on the settlement date shown on the invoice; and
- iii. by direct debit, electronic transfer of funds to a bank or any other method in accordance with Moove's written instructions.
- b) Moove reserves the right to modify prices and/or pricing terms, to modify and/or terminate credit arrangements and/or require payment before delivery or require suitable security at any time upon written notice to Buyer. Moove reserves the right to include an additional charge for deliveries outside UK mainland. Pricing shall be set by Moove and no other person or organisation acting as agent for Moove or otherwise has authority to vary any prices or terms of the Contract other than Moove.
- c) Moove may suspend deliveries if any payment or part(s) thereof is not made when due.
- d) Without prejudice to any other rights of Moove, Moove shall at its option be entitled to set-off and/or apply, in satisfaction of any obligation owing hereunder by the Buyer, the amount of any monies which may then be received or thereafter be or become owing from Moove to Buyer.
- e) Moove also reserves the right to charge a late payment charge at a rate that is the highest between 'the base rate as quoted by the Bank of England plus five percent (5%)' and 'the base rate quoted by the Bank in the Buyer's country of residence plus five percent (5%)', compounding and being added to the principal sum outstanding on a monthly basis. The interest period shall run from the due date for payment until receipt by Moove of the full amount whether before or after judgment and without prejudice to any other right or remedy of Moove.
- f) Payment shall be deemed to have been made on the date cleared funds are first available for use by Moove or in Moove's account at its designated bank.
If the Buyer is part of a buying group and/or acts through an agent, or if the Buyer is the administrating entity of the buying group and/or agent as applicable in all cases and in addition to the Buyer's liability under this Contract, the Buyer shall and undertakes to procure that the individual members of the buying group or principals the Buyer is acting for shall, in addition to the Buyer, be liable for all payment and/or other contractual obligations to Moove.

8. BUYER'S INSOLVENCY OR INCAPACITY

- a) If the Buyer becomes subject to any of the events listed in clause 8(b), or Moove reasonably believes that the Buyer is about to become subject to any of them (or any similar or analogous events occurring in any other jurisdiction) and notifies the Buyer accordingly, then, without limiting any other right or remedy available to Moove, Moove may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Moove without incurring any liability to the Buyer, and all outstanding sums in respect of Products delivered to the Buyer shall become immediately due.
- b) For the purposes of clause 8(a), the relevant events are:
 - i. the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - ii. the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
 - iii. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
 - iv. (being an individual) the Buyer is the subject of a bankruptcy petition or order;
 - v. a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
 - vi. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
 - vii. (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
 - viii. a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
 - ix. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8(b)(i) to clause 8(b)(viii) (inclusive);
 - x. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
 - xi. the Buyer's financial position deteriorates to such an extent that in Moove's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - xii. (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9. CLAIMS

- a) Buyer shall inspect all Products upon receipt and, if applicable, shall notify Moove as soon as possible but in any event, provide written notice of any damage or quantity claims or failure to receive Products, to Moove no later than seven (7) days following the date of delivery. Notwithstanding such notice, Moove reserves the right not to accept any claims if the delivery documents are not endorsed with details of the claim. Should any timely claim submitted by the Buyer not be settled to the Buyer's satisfaction, any legal action brought by it thereon shall be time-barred unless commenced within six (6) months after delivery or collection of Products hereunder. This provision shall survive any termination of this Contract.
- b) In the event of a claim for damage to packaging the Buyer is required to retain the packaging/Products for inspection by Moove. For any quality claims relating to bulk deliveries, the Buyer shall retain samples of Products delivered.
- c) Any Product to be returned requires Moove's prior written approval. Moove reserves the right to levy a handling charge of fifteen percent (15%) of the invoice value of the Products concerned.
- d) The Buyer shall only be entitled to return damaged or defective Products and not all Products delivered as part of an Order.

10. COMPLIANCE WITH LAWS AND POLICIES

- a) Notwithstanding anything in the Contract to the contrary, no provision shall be interpreted or applied so as to require Moove to do, or refrain from doing, anything which would constitute a violation, or result in a loss of economic benefit under the United States Anti-Boycott and/or other Export Laws and Regulations and/or any other applicable United States, European Union or national laws.
- b) Parties shall respectively establish and maintain appropriate business standards, procedures and controls to avoid any real or apparent impropriety that might adversely affect or conflict with the interests of the other party or any of their respective Affiliates. Both parties represent that they shall not make any improper payments in connection with this Contract.
- c) Each party shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with any other party's best interests with respect to this Contract. This obligation shall apply to the activities of the employees and agents of one party in their relations with the employees and agents of any other party, and of third parties who perform or assist in the performance of obligations under this Contract. The parties' effort shall include, but not be limited to, establishing precautions to prevent their respective employees or agents from making, receiving, providing or offering substantial gifts, extravagant entertaining, payments, loans or other considerations for the purpose of influencing any individual to act contrary to any party's best interests with respect to this Contract.
- d) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

11. PROPRIETARY MARKS

- a) If applicable and as expressly agreed in writing between the parties, the Buyer agrees to use and display the Proprietary Marks or service marks of Moove and/or its Affiliates (which include the words "Moove", and/or all other brands supplied by Moove) only in such manner as may be prescribed by Moove and/or its Affiliates from time to time and not to use the same in such a manner as will bring Moove or any Affiliate or any third party who has licensed the Proprietary Marks to Moove or their names into disrepute and not use or display the same except in connection with the express limitation and agreement of the parties during the term of the Contract.
- b) The Buyer acknowledges and understands that some Products are sold by Moove under license (such as Mobil branded products from ExxonMobil Petroleum & Chemical BVBA and Winter products under license from BASF) and that the terms of such licenses to Moove place stringent obligations on the use of such trade-marks, any breach of which may result in a claim against. The Buyer agrees to fully comply with applicable brand/trade-mark guidelines (as notified by Moove from time to time) and to indemnify Moove for any acts or omissions by the Buyer, its employees, officers, agents and distributors which results in a liability to Moove under such licenses.
- c) The Buyer shall use the Proprietary Marks and any Moove signs only for the purposes of identifying, advertising and promoting Moove and advertising, promoting and selling Products, and shall not use the Proprietary Marks and any Moove signs for any other purpose whatsoever.
- d) The Buyer's right to use the Proprietary Marks under this Contract is non-exclusive and does not include the right to sublicense. Moove may use and may grant others the right to use the Proprietary Marks for any purpose.
- e) The Buyer acknowledges that Moove, and/or its one or more Affiliates or its licensors, are the sole and exclusive owners of the Proprietary Marks and no act or failure to act by Moove or its Affiliates or licensors will give Buyer any ownership interest or right in or to the Proprietary Marks. All goodwill resulting from the use of the Proprietary Marks by Buyer shall be for the benefit, and is the property, of Moove or one or more of its Affiliates or licensors. Moove may at any time change or delete any Proprietary Marks and/or advertising used in connection with Products.
- f) Buyer shall comply with all Moove instructions as regards the branding and use of Proprietary Marks that may be given at any time; and hereby agree to grant Moove and its nominees rights of access at any time to Buyer's premises to audit and inspect the use of the Proprietary Marks.

12. INSURANCE

Both parties warrant that it has in place all relevant and necessary insurance required for the performance of its obligations under this Contract.

13. FORCE MAJEURE AND ALLOCATION

- a) Neither party shall be liable for any failure to fulfil any term of this Contract if fulfilment is delayed, hindered or prevented in whole or in part by any circumstances whatsoever which are not within its reasonable control, including but without limitation to the generality of the foregoing:
 - i. strikes, lock-outs, labour disputes of any kind, partial or general stoppages of labour (including working to rule), refusals to perform any kind of work (whether or not any of the foregoing are lawful, or relate to that party's own employees or others);
 - ii. war, hostilities, terrorist activity (actual and/or perceived), or any local, national or international emergency;
 - iii. any regulation, order or request of, or interference by, or restriction imposed by any international, national, provincial, port or other public authority or any person purporting to act for such authority;
 - iv. breakdown of or accident to plant, machinery or facilities;
 - v. failure of or hindrances to transportation;
 - vi. in the case of Moove, failure of or shortage in any of Moove's or Moove's suppliers' existing or contemplated sources of supply of Products or of the crude petroleum or other

- feedstock from which Products is derived, or any reduction in Moove's stocks thereof (for whatever reason) below levels which Moove in its absolute discretion considers necessary; or
- vii. the threat or reasonable apprehension of any of the foregoing events.
- b) Regardless of the application of any such circumstance affecting Moove's fulfilment of any term of this Contract Moove shall be at liberty to withhold, reduce or suspend deliveries hereunder to such extent as Moove in its absolute discretion may think fit and in particular (without limitation to the generality of the foregoing, and subject to Moove's operating requirements) to allocate on any fair and reasonable basis according to Moove's discretion between Moove's customers (including Buyer) such Products as may be available to Moove in the ordinary and usual course of Moove's business and to effect deliveries thereof at such times and in such manner as Moove may decide.

14. INDEMNITY

The Buyer shall hold harmless and indemnify and keep indemnified Moove and/or its Affiliates in full on demand against all claim(s), loss(s), damage(s) and liability(s) arising from or in consequence of any acts and/or omissions of Buyer's and/or its employee(s), servant(s), officer(s), agent(s) and/or representative(s) in connection with obligations under this Contract.

15. LIMITATION OF LIABILITY

Nothing in these Terms shall limit or exclude Moove's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or i) fraud or fraudulent misrepresentation; ii) breach of the terms implied by section 12 of the Sale of Products Act 1979; iii) defective products under the Consumer Protection Act 1987; or iv) any matter in respect of which it would be unlawful for Moove to exclude or restrict liability.

- a) Subject to clause 15 Moove shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (i) any loss or damage to A) profit; B) revenue; C) data; D) business; E) use; or F) goodwill; or (ii) any indirect or consequential loss or damage arising under, out of or in connection with the Contract or the supply of any Products.
- b) Moove's total liability to the Buyer in respect of all other losses arising under or in connection with any consignment or instalment of Products under this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the price of the Products that are the subject of that particular consignment or instalment of Products under this Contract or five hundred thousand pounds (£500,000) whichever is the lower amount.
- c) Moove shall not be liable for any damage to any property of the Buyer or of third parties caused by faulty containers or mishandling of Products by the Buyer or due to causes beyond the control of Moove.

16. TERMINATION

- a) Moove may either suspend the performance of, or terminate this Contract immediately by giving written notice to Buyer if:
- any sum payable under this Contract is not paid by the due date; and/or
 - if Moove is unable to recover any increases in its costs for any Products by an increase in its prices charged to the Buyer.
- b) Either party shall be entitled forthwith to terminate this Contract by written notice to the other if:
- the other party commits any continuing or material breach of any of the provisions of this Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - the other party is subject to one of more of the events in clause 8 (b).
- c) Notwithstanding any clause(s) in this Contract, Moove shall have the right to terminate this Contract at any time upon the giving of three (3) months' notice in writing to Buyer.
- d) Termination of this Contract shall be without prejudice to either party's rights in respect of Products delivered hereunder prior to the date of termination and in respect of any antecedent breaches.
- e) In the event that the Contract is terminated:
- all sums due to Moove on any account whatsoever will immediately become due and owing by Buyer to Moove regardless of agreed and/or applied credit terms under this Contract; and
 - the Buyer shall immediately cease to make use of Moove's Proprietary Marks.
- f) No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law or in equity.

17. CONSEQUENCES OF TERMINATION

- a) On termination of the Contract for any reason:
- the Buyer shall immediately pay to Moove all of Moove's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has yet been submitted, Moove shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
 - the Buyer shall return all of the Products which have not been fully paid for. If the Buyer fails to do so, then Moove may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - clauses which expressly or by implication have effect after termination shall continue in full force and effect.

18. CONFIDENTIAL INFORMATION

- a) The Buyer shall treat this Contract as confidential and shall not disclose its contents and/or any Confidential Information to any third party, unless that third party is an Affiliate. The Buyer shall ensure that its employees, officers, representatives or advisors to whom it discloses Moove's Confidential Information comply with this clause 18.
- b) The Buyer shall not use Moove's Confidential Information for any other purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- c) Upon termination, howsoever caused, Buyer shall return all Confidential Information (as defined below) to Moove.
- d) In this Contract, "Confidential Information" means:
- any and all information about Moove's and/or its Affiliates' business in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form; and
 - all know how, works in which copyright belonging to Moove and/or its Affiliates,
- e) This clause 18 shall survive termination of the Contract.

19. LAW AND JURISDICTION AND THIRD PARTIES

- a) Except as otherwise agreed between the parties, this Contract shall be governed by and construed in accordance with the laws of England and parties agree to submit to the exclusive jurisdiction of the Courts of England.
- b) Nothing in this Contract shall be considered or construed as conferring any right or benefit on a person not a party to this Contract and the parties do not intend that any term of this Contract should be enforceable, by any person who is not a party to this Contract.
- c) Nothing in this Contract shall be considered or construed as conferring any right or benefit on a person not a party to this Contract and the parties do not intend that any term of this Contract should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 or the jurisdictional equivalent, by any person who is not a party to this Contract.

20. NON WAIVER AND SEVERABILITY

- a) A waiver of any right under this Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- c) Should any provision hereof be finally determined to be inconsistent with or contrary to applicable law, such provision shall be deemed to be amended or omitted to conform therewith without affecting any other provisions or the validity of this Contract.

21. DATA SHARING AND DATA PROTECTION

- a) This clause 21 together with Moove's privacy policy explains how Moove will treat and protect the Buyer's personal data obtained under the Contract.
- b) The terms "data subject", "data controller", "data processor", "processing" and "personal data" bear the respective meanings given them in the Data Protection Legislation.
- c) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation ("the General Obligations").
- d) Without prejudice to the General Obligations, if Moove processes any personal data on the Buyer's behalf when performing its obligations under the Contract, the parties record their intention that the Buyer shall be the data controller and Moove shall be a data processor.
- e) Without prejudice to the General Obligations:
- the Buyer will ensure that it has all necessary appropriate consents and notices in place as required by the Data Protection Legislation to enable the lawful transfer of personal data to Moove and third parties that Moove works with to provide the Products for the duration and purposes of this Contract, so that Moove and the third parties Moove works with may lawfully use, process, store and transfer the personal data in accordance with this Contract on the Buyer's behalf; and
 - the Buyer acknowledges that the processing, transferring and storage of its personal data is necessary to enable Moove to provide the Products in accordance with the Contract.
- f) Without prejudice to the General Obligations, Moove shall in relation to any personal data processed in connection with the performance by Moove of its obligations under the Contract:
- process that personal data only on the written instructions of the Buyer, unless Moove is required by the laws of any member of the European Union or by the laws of the European Union applicable to Moove to process personal data ("Applicable Laws"). Where Moove is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, Moove shall promptly notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Moove from so notifying the Buyer;
 - it shall only transfer any personal data outside of the European Economic Area under the following conditions:
 - Moove is processing personal data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or
 - Moove participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that Moove (and, where appropriate, the Buyer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the GDPR; or
 - the transfer otherwise complies with the Data Protection Legislation;
 - ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the

nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- iv. ensure that access to the Buyer data to meet Moove's obligations under the Contract is limited to those personnel or authorised sub-contractors who need access to and/or process personal data to meet Moove's obligations under the Contract and that such personnel or authorised sub-contractors are obliged to keep the personal data confidential;
 - v. ensure that all personnel or authorised sub-contractors who have access to and/or process personal data do so only in accordance with the instructions from the Buyer for such processing;
 - vi. assist the Buyer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - vii. allow for and contribute to audits, including, inspections, conducted by the Buyer or another auditor mandated by the Buyer regarding compliance with the Data Protection Legislation;
 - viii. notify the Buyer without undue delay on becoming aware of a personal data breach;
 - ix. at the written direction of the Buyer, delete or return personal data and copies thereof to the Buyer on termination of the Contract unless required by Applicable Law to store the personal data;
 - x. inform the Buyer immediately if, in Moove's opinion, any instruction given to it by the Buyer infringes Data Protection Legislation, ("Moove's Commitments").
- g) Moove shall maintain complete and accurate records and information to demonstrate its compliance with Moove's Commitments and make them available to the Buyer on demand.
- h) Moove shall keep such records as necessary to comply with Articles 30(2) and 30(3) (ignoring Article 30(5)) of the GDPR.
- i) The scope, nature and purpose of processing, the duration of the processing and the types of personal data and categories of data subject as applicable to the Contract are set out in Moove's privacy policy.
- j) Moove may, at any time on not less than thirty (30) days' notice, revise this clause 21 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme which shall apply when replaced by attachment to the Contract.

22. ENTIRE AGREEMENT AND AMENDMENT

- a) This Contract constitutes the entire agreement among the parties to this Contract with respect to the subject matter covered herein.
- b) This Contract may only be modified by a written agreement executed by each of the parties to this Contract.
- c) If deliveries and performance of this Contract should commence prior to the signing of this Contract, the Buyer shall be deemed to have accepted all deliveries subject expressly to the provisions of this Contract.

23. NOTICES AND OFFICIAL LANGUAGE

Any notice to be given by either party under this Contract may be given by electronic mail or letter addressed and sent by post to or left at the other party's registered address or their existing or last known place of business. All notices must be given in English.

24. RELATIONSHIP

This Contract governs the relationship between the parties for the purchase and sale of Products and related services, if applicable. Moove and Buyer are separate business entities, and shall not be considered as partners, joint ventures, agents, servants, employees or fiduciaries of each other and neither shall have the power to bind or obligate the other, except as may be set forth in this Contract. This Contract shall not be construed in any way to deem Buyer as a franchisee of Moove for any purpose whatsoever.

25. ASSIGNMENT

This Contract may not be assigned (in whole or in part) by Buyer without the prior written consent of Moove. Moove may transfer its rights and obligations under this Contract to an Affiliate on giving written notice to Buyer.

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