

MTC - Terms and Conditions of Supply

In the following Terms and Conditions "MTC" shall mean The Manufacturing Technology Centre Limited, "Client" shall mean the Company/Person accepting MTC's quotation and the Parties shall mean MTC and the Client. "Budget" shall mean any financial budget for the performance of MTC's obligations set out in the Scope of Work including the provision of the Deliverables by MTC. "Business Day" means a day (other than a Saturday or Sunday or a day on which the MTC's relevant site is closed due to a holiday) on which banks are open for business generally in London.

"Client Material" shall mean any material provided by the Client to enable MTC to supply goods or perform services under the Contract. "Contract" shall mean an order issued by the Client and accepted by MTC in accordance with clause 2 below. "Controlled Materials" shall mean all or any part of Goods, Services, Deliverables or technical data regulated by Export Regulations and Economic Sanctions Programs. "Deliverables" shall mean goods supplied or outcomes of services provided under the Contract. "Export Regulations and Economic Sanctions Programs" shall mean all applicable laws and regulations concerning the import, export or re-export of goods, software or technology, or their direct product, including but not limited to (i) applicable customs regulations, Council Regulation (EC) No. 428/2009; (ii) UK Export Control Order 2008; (iii) EU Dual-Use Regulation; (iv) any sanction regulations issued by the Council of the European Union; (v) the International Traffic in Arms Regulations ("ITAR"); (vi) the US Department of Commerce Export Administration Regulations ("EAR"); (vii) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters; and (viii) any other laws or regulations of any jurisdiction relating to import or export controls or programs relating to economic sanctions. "Scope of Work" shall mean a description of the goods to be supplied or services to be performed by MTC under the Contract as contained within MTC's proposal and associated documents. Unless expressly agreed otherwise in writing, orders are accepted by MTC upon, and are subject to these terms and conditions of Supply to the exclusion of any terms and conditions of purchase proposed or counter-proposed by the client or any terms and conditions which might otherwise be implied by law. In the event that these terms and conditions conflict with the Scope of Work, the Scope of Work shall take precedence to the extent of the conflict.

1. VALIDITY - Any offer or proposal made by MTC shall be valid for three months from date of issue and no Contract received by MTC will be considered binding unless accepted. A Contract shall be deemed accepted by MTC if formally acknowledged in writing within five (5) Business Days from the date on which the Contract was received.
2. PRICE - The price quoted by MTC in its offer or proposal document ("the Price") shall be exclusive of all expenses, duties and taxes including without limitation, VAT and export or import duties, all of which shall be paid by the Client. Any changes in duties and taxes will be the responsibility of the Client. MTC will make all reasonable efforts to achieve the objectives of the work within the agreed Budget but, the Client acknowledges that due to the nature of the work to be carried out by MTC, it is not always possible to accurately anticipate the results, the level of activity or the resource required. MTC will keep the Client informed on progress but reserves the right to suspend carrying out any further work when the Budget is exhausted and will notify the Client accordingly. On receipt of a new order from the Client in respect of the same and which establishes a new agreed Budget, MTC shall promptly recommence such work.
3. VARIATION - Contracts may be amended or modified in whole or in part at any time by an agreement in writing, signed by a duly authorised officer or representative of both Parties.
4. PAYMENT TERMS - All work undertaken shall be subject to monthly progress invoicing, unless agreed otherwise in writing by the Parties. Work delayed by the Client may be fully invoiced by MTC except where the delay is caused by the occurrence of a Force Majeure event. For any Contract exceeding £10,000, or a duration exceeding three months, a deposit of an amount equal to 30% of the Price is required and will be invoiced on Client's acceptance of the proposal. MTC may suspend the performance of the Contract in the case of non-payment of any payments due and shall recommence such work promptly on receipt of full payment of all amounts due. Payment terms are strictly 30 days net and payment shall be in pounds sterling. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. MTC may request such payment methods as it considers appropriate.
5. INTEREST - MTC reserves the right to charge interest at the rate of 4% per annum above Barclays Bank PLC lending rate from time to time on any sums which the Client fails to pay by the due date for payment. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
6. DELIVERY - MTC will make all reasonable efforts to meet estimated delivery timescales advised to the Client. However, the Client's attention is drawn to the parties' acknowledgment and understanding that in cases where a time or date is specified, such time or date is an estimate only and cannot therefore be guaranteed. Consequently, delays to delivery shall not entitle the Client to terminate the Contract. MTC will keep the Client informed of the estimated delivery timescales and will, as soon as practicable, advise the Client of any change or delay to delivery dates, including changes or delay resulting from the Client's own actions or omissions.
7. Delivery of goods shall be ex-works Coventry (as per Incoterms (2020 Edition)). The place of delivery shall be at MTC, Ansty Park, Coventry, England, CV7 9JU (the "Delivery Location") unless the parties agree otherwise in writing. Delivery shall be deemed complete once MTC notifies the Client that the goods are available for collection from the Delivery Location or once the services are completed (as appropriate). The Client shall collect goods supplied under the Contract from the Delivery Location within five (5) Business Days of MTC notifying the Client the goods are ready. If the Client fails to collect the goods within 14 Business Days of MTC notifying the Client that the goods are ready, then except where such failure or delay is caused by the occurrence of a Force Majeure Event or by MTC's failure to comply with its obligations under the Contract in respect of the goods, MTC shall store the goods until the Client collects them

and charge the Client for all related costs and expenses (including insurance). Deliverables shall be deemed to meet all requirements of the Contract and accepted by the Client if Client does not notify MTC otherwise within 14 Business Days of its collection of the goods or completion of the services, as appropriate.

Client material held at MTC's facilities shall be at MTC's risk and risk in goods supplied under the Contract shall pass to the Client upon collection of the goods by the Client except where the Client unreasonably fails to collect the goods within 14 Business Days of MTC notifying the Client that the goods are ready at which time risk shall pass to the Client.

8. MTC's OBLIGATIONS - MTC agrees to provide a high standard of professional service and will use reasonable efforts within the timescales set out in the Scope of Work and within the Budget. The Client acknowledges that the results of any work carried out by MTC will be advisory in nature and will be expressed as an opinion only. No warranty, expressed or implied, is given by MTC as to the suitability of such advice or results for any particular purpose. The Client acknowledges and agrees that MTC provides no guarantee in respect of the outcome of its performance of services under the Contract and that Client's sole remedy for Deliverables which are found to be defective shall be for MTC, at its option, to repair, replace or rework the Deliverables.
9. CONFIDENTIALITY - All information, included but not limited to technical or commercial know-how, specifications, inventions, processes and initiatives, made available by or on behalf of either party to the other whether before or during the Contract will be treated as strictly confidential by the Parties for the duration of the Contract and for a period of five (5) years after termination of the Contract. This obligation will not apply to information previously known to MTC, or which comes into the public domain, or is otherwise received without breach of any of the obligations in this clause. The parties may only disclose such confidential information to those of its employees, agents and subcontractors which need to know it for the purposes of discharging that party's obligations under the Contract and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. Each party may also disclose such of the other party's confidential information as is required to be disclosed by law (including but not limited to any Export Regulations or Economic Sanctions Programs), to any governmental or regulatory authority or by a court of competent jurisdiction. Each party agrees to use the other's confidential information only for the purposes of performing its obligations under the Contract and for no other purpose.
10. USE OF INFORMATION - The Client shall not, without the written consent of MTC, use or reproduce MTC's data, reports or other correspondence in full or in part for any advertising, promotional or publicity purposes or in any sales or promotion literature, nor mention or imply the name of MTC in any activity or literature. Furthermore, the Client shall not, without the written consent of MTC, use any advisory information or test data prepared by MTC as evidence in disputes, litigation or other legal action.
11. ELECTRONIC COMMUNICATION - Where the Client has requested MTC to despatch documents by electronic means (including CD versions) then the Client agrees that the original document is held by MTC and that MTC will not be held responsible for the contents of the copy. Notwithstanding the generality of this clause, MTC shall use all reasonable efforts to ensure that all copies shall be a fair representation of the original document.
12. INTELLECTUAL PROPERTY RIGHTS – Intellectual Property Rights (IPR) means the rights in any patent, registered designs, trademarks, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models whether registered or unregistered and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world. **"Background IPR"** means IPR existing prior to the date on which MTC are instructed by the Client to proceed with a Contract. **"Foreground IPR"** means IPR generated or arising directly out of the work undertaken by MTC in pursuance of the Contract. Background IPR shall be owned by the originating Party. Ownership of Foreground IPR shall at all times vest in and remain wholly owned by the MTC unless specifically agreed otherwise between the Parties in the Scope of Work or otherwise agreed and set out in writing by the parties. In addition and where appropriate to do so, the MTC will assist Client to maintain an internal Intellectual Property Register for each Contract (the **"Register"**) to record any Background IPR used in and any Foreground IPR generated from, completion of a Contract under a Scope of Work.

In circumstances where the Client requires access rights to use Background and/or Foreground IPR, the terms of such access and use are provided for in the Scope of Work or the Register. In the absence of any such written agreement and unless agreed otherwise and recorded in writing, MTC shall own all Foreground IPR generated from the Contract under the Scope of Work.

All of MTC's materials, equipment and documents used by MTC in the performance of the Contract are and shall remain the exclusive property of the MTC and the Client shall return all of MTC's materials, equipment and documents which have not been fully paid for. The Client shall, promptly at MTC's request, do or procure to be done all such acts and things and the execution of all such documents as MTC may from time to time require for the purpose of MTC supplying such goods or performing such services as detailed in the Scope of Work.

13. PATENTS, DESIGN AND TRADE MARKS - The Client will indemnify MTC and will keep MTC fully and effectively indemnified from and against all claims, liabilities, damages, losses, penalties, costs and expenses suffered or incurred by MTC arising out of MTC's performance of the Scope of Work or Contract and which arises as a result of MTC performing work in accordance with the Client's instructions or in connection with any claim made against MTC for actual or alleged infringement of any Intellectual Property Rights arising out of or in connection with use of the Client Material or Client's IPR or MTC acting in accordance with the Client's instructions. So far as MTC is aware, no work

produced by it will infringe any third party Intellectual Property Rights, but no warranty, expressed or implied, is given by MTC in this regard.

14. **TERMINATION** - The Client may terminate the Contract at any time by giving MTC 30 Business Days' notice in writing, subject to the payment of all costs reasonably incurred or committed by MTC pursuant to its obligations under the Contract, prior to the time of termination; reasonable costs shall include but not be limited to any non-recoverable costs for which MTC is liable, and which cannot reasonably be mitigated. The MTC may also terminate the Contract at any time by giving the Client five working days' notice in writing.
- Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (i) the other party 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;
 - (ii) the other party 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;
 - (iii) 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 other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
 - (iv) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - (v) a creditor or incumbrancer of the other party 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 process is not discharged within 14 days;
 - (vi) 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 other party (being a company); (vii) the holder of a qualifying charge over the assets of the other party (being a company) becomes entitled to appoint or has appointed an administrative receiver;
 - (vii) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - (viii) any event occurs, or proceeding is taken, in respect of the other party in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events listed in points (i) to (viii) above (inclusive).

MTC may also terminate the Contract with immediate effect by giving written notice to the Client if the Client:

- (i) fails to pay any amount due under this Contract on or before the due date for payment; or
- (ii) commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days of receiving notice in writing to do so.

On termination of the Contract for any reason, the Client shall immediately pay to MTC all of MTC's outstanding unpaid invoices and interest and costs, in respect of services supplied but for which no invoice has yet been submitted, MTC shall submit an invoice which shall be payable by the Client immediately on receipt. The Client shall also return all of MTC's materials and any Deliverables which have not been fully paid for. If the Client fails to do this then MTC may enter the Client's premises and take possession of them until full payment is received from Client. Until such materials and/or Deliverables have been returned to MTC, Client shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with this Contract.

15. **LIMITATION** - In no circumstances shall MTC be liable, in contract, tort (including negligence), breach of statutory duty or otherwise howsoever caused and whatever the cause thereof,
- (i) for any increase in costs or expenses,
 - (ii) for any loss of profit, business, contracts, revenues or anticipated savings,
 - (iii) for any special, indirect or consequential damage of any nature whatsoever, or
 - (iv) for the Client's use of, or inability to use, the information, apparatus, method or process resulting from the performance of any Contract.

In any event, and notwithstanding anything contained herein, MTC's liability in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Contract shall be limited to the value of the Contract or £250,000, whichever is the lower.

Notwithstanding the foregoing, nothing in this clause shall exclude or limit MTC's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or fraud or fraudulent misrepresentation or where the exclusion or limitation of such liability is precluded by the law applicable to this Contract.

16. **PRODUCT LIABILITY** - Client shall meticulously examine all deliveries from MTC for defects and Client undertakes to do everything feasible in order to avoid any product liability.

MTC and Client agree that at all times Client is responsible for (i) the use, design, manufacture, sale, testing, research and or other activity carried out by Client in respect of any designed parts, physical parts, sample or model parts, components and/or products made by MTC for and on behalf of Client and commissioned by Client, and for (ii) the integrity of the manufacturing process applied by Client and Client will indemnify MTC and keep fully and effectively indemnified MTC against any and all claims against MTC, arising in relation to any such liability and arising out of or in connection with this Agreement in relation to product liability.

If MTC is held responsible by a third party because of a defect in or the defective nature of a designed part or a physical part, or a sample or model part, component and/or product and the defect is due entirely or in part to a defect of the manufacturing process used by Client and/or Client's use, design, manufacture, sale, testing, research and or other activity carried out in respect of a design of a part or a physical part, then MTC may demand from Client indemnification

in respect of the third party claim. The Client's obligation to pay damages shall also include the costs of a precautionary recall measure in order to prevent damage, if this is appropriate.

17. **FORCE MAJEURE** - Work on any Contract may be wholly or partly suspended and the time of such suspension added to the original Contract in the event of any stoppage, delay or interruption of work which arises as a result of the occurrence of an event beyond the control of MTC ("**Force Majeure event**"). Each party will bear its own additional costs incurred as a direct result of the occurrence of a Force Majeure event. In the event that the Client is, for any reason, unable to obtain necessary export licences or otherwise to comply with the requirements of Clause 29 entitled "**Export Control**" below and this delay exceeds a period of 21 days in duration, MTC reserves the right to terminate the Contract immediately on written notice to the Client.
18. **MEDIATION** - MTC and the Client shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to the Contract or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives, the dispute shall be referred to the Chief Executive Officer of both MTC and the Client who shall meet in order to attempt to resolve the dispute. If any such meeting fails to result in a settlement, and if any event no settlement has been agreed within 30 days from the date on which the dispute arose, the matter shall be referred either to mediation or to the courts. The final method of dispute resolution shall be agreed between the parties or, where no agreement has been reached within a reasonable time, shall be decided by MTC.
19. **SAVING OF RIGHTS** - The failure of MTC at any time to enforce any of these terms and conditions or to exercise any right hereunder shall not constitute a waiver of the same nor shall it affect MTC's right thereafter to enforce the same. If any provision of these terms and conditions proves to be illegal or unenforceable, the remaining provisions shall continue in full force and effect.
20. **NON-PARTNERSHIP** - Nothing herein shall be construed as establishing any partnership or as creating any joint obligation between the Parties except as may be specifically set out herein.
21. **THIRD PARTY RIGHTS** - Nothing herein shall be construed as establishing any right enforceable by any party not party to the Contract except as may be specifically set out herein.
22. **ASSIGNMENT AND SUBCONTRACTING** – MTC may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Client shall not, without the prior written consent of MTC (such consent not to be unreasonably withheld or delayed) assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
23. **NOTICES** – Any notice or other communication given to MTC under or in connection with the Contract shall be in writing, addressed to the Commercial Director and sent by e-mail. A notice or other communication shall be deemed to have been received one (1) Business Days after transmission. The provisions of this clause shall not apply to the service of any formal notice under these terms and conditions or proceedings or other documents in any legal action which shall be in writing, addressed to MTC's Commercial Director at its registered office and delivered personally, or sent by pre-paid first class post or other next working day delivery service.
24. **STATUTES AND BYLAWS** - MTC accepts no responsibility for compliance with any statutory regulations, or local bylaws, or the fulfilment of any special requirement binding on the Client.
25. **DISPOSAL OF SURPLUS MATERIAL AND SAMPLES** - Any surplus materials or samples supplied or purchased in connection with any project work shall be disposed of within three months of completion of all work unless MTC has received prior written instructions from the Client requesting the return or storage and accepting any associated costs.
26. **DISPOSAL OF SPECIMENS** - Any test specimens produced in connection with any project work shall be disposed of one year after completion of all work unless MTC has received prior written instructions from the Client requesting the return or storage and accepting any associated costs.
27. **LAW APPLICABLE** - Any Contract will, in all respects, be governed by and construed in accordance with English Law and, subject to the completion of the mediation procedure outlined above, the Parties agree to submit to the jurisdiction of the Courts of England and Wales as regards any claim or matter arising.
28. **ANTI-BRIBERY COMPLIANCE**
 - 28.1 The Client shall:
 - 28.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anticorruption ("**Relevant Requirements**");
 - 28.1.2. comply with the MTC's anti-bribery, anti-corruption and ethics policies, in each case as the Supplier update them from time to time ("**Relevant Policies**");
 - 28.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;
 - 28.1.4. promptly report to the MTC any request or demand for any undue or suspicious financial or other advantage of any kind received by the Client in connection with the performance of the Contract;

28.1.5. within one month of the date of the Contract, and annually thereafter where appropriate, certify to the MTC in writing signed by an officer of the Client, compliance with this clause 28 by the Client and all persons referred to under clause 28.2. The Client shall provide such supporting evidence of compliance as the MTC may reasonably request.

28.2 The Client shall ensure that all of its agents, subcontractors and other members of its group who perform services or provide goods in connection with the Contract do so only on the basis of a written contract which imposes on and secures from such persons terms equivalent to those imposed on the Client in this clause 28 (“Relevant Terms”). The Client shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the MTC for any breach by such persons of any of the Relevant Terms.

28.3 Breach of this clause 28 shall be deemed a material breach under clause 14.

29. EXPORT CONTROL

29.1. Each party shall comply with all applicable Export Regulations and Economic Sanctions Programs.

Comply with all applicable laws

29.2. Goods/services required to meet certain given specifications may fall within the remit of US ITAR or EAR regulations, specific national legislation on arms control, EU or other national or international military and/or dual use export control laws or regulations, or export control policies and/or an individual company's ethics policies. MTC complies fully with these requirements and respects supplier ethics policies. Goods/services falling within such regulations, legislation or policies will require a licence and/or may result in a requirement for an end user certificate.

29.3. Both MTC and Client represents and warrants that they will comply with all applicable import and export control laws and regulations (including UK, EU and other international jurisdiction regulations such as the US export control laws and regulations including ITAR and EAR) in fulfilling the Agreement and will provide all information about the Services, including where relevant information regarding constituent parts thereof, that may be necessary for a Party's compliance with all applicable import and export control laws and regulations.

29.4. For the avoidance of doubt, both parties shall control access to, and use of (including keeping accurate records, obtaining export, re-export or import licences), any and all information/data/technology and the direct products thereof under this Contract, in accordance with all applicable foreign, national, international and (where applicable and relevant U.S. export laws and regulations, including ITAR) for the entirety of the Contract.

29.5. In the event that a US export control impact arises (whether immediately identified or not) then all additional terms relating to ITAR and EAR export controls and set out in Appendix 1 below shall apply in full in addition to this clause 29.

Notify of export control impacts

29.6. A Party affected by export control impact (the “**Impacted Party**”) shall notify the other Party in writing at the time the Agreement is accepted, as well as when any changes occur or subsequent information is received by the Impacted Party to stipulate that the Services (or any part thereof) are subject to such controls;

Provide Declaration Form

29.7. Where a request is made in writing by the Client, or where a request is made in writing by MTC where the Client is providing material to MTC for the purposes of MTC carrying out a Contract, the Party receiving such request shall provide documentation, in the form of a signed Export Control Classification Declaration Form (the “**Declaration Form**”) or in any similar format used by that Party, certifying the jurisdiction and classification of Controlled Material within 30 days of the date of such request and in any event in advance of receipt by a Party of such Controlled Material included in the Contract. The Party providing the declaration will provide the following types of information in the Declaration Form:

- (i) a description of the Controlled Material;
- (ii) the name and address of the manufacturer;
- (iii) the part reference number for the Controlled Material; and
- (iv) any ITAR, EAR or other classification numbers as may be applicable under any national or international regulations such as UK or EU laws and regulations

Obtain licences and agreements and authorisations

29.8. Each Party shall obtain all required export licences, agreements and other authorisations necessary to ensure delivery of the Works to the non-impacted Party in accordance with the delivery dates required under the Contract and in any case within a reasonable time.

29.9. Where the Goods, Services, Works or Deliverables provided under the Contract require:

- a. The Client to supply equipment or designs to MTC to enable the project, then the Client shall be responsible for ensuring that:

- (i) no equipment selections or designs are supplied to MTC which are in breach of either end use legislation or suppliers' ethical policies, not to trade with MTC;
 - (ii) any requirement for end user certification is identified and that MTC is able to satisfy the requirements of that certification; and
 - (iii) any requirements for end user certification are identified sufficiently early in the schedule to enable alternative sources of supply (if required) and clearance of the requisite documentation.
- b. The MTC to export or re-transfer items, the MTC may require the Client to provide an **End User Undertaking**, or equivalent document in accordance with the appropriate national requirements.
- 29.10. Neither party shall be required in fulfilling its obligations under these conditions to be directly or indirectly involved in the provision of Goods, Services, Works or Deliverables and/or technical data that may be prohibited by applicable Export Regulations and Economic Sanctions Programs or may cause that party to breach any part of these terms as a result of involvement in such provision.
- 29.11. In the event that a Party is unable for any reason whatsoever, to obtain or procure any of the required export licences or permissions which are necessary for the successful progression of the contract, that Party shall be under no obligation to continue its activities if to do so would or may put that Party in danger of breaching, whether intentionally or not, any part of clause 9 (Confidentiality). The affected Party shall as soon as reasonably possible communicate this to the other Party. The Parties shall work together in good faith to resolve any difficulties in obtaining an export licence.

Work in good faith/ agree authorisations and approvals

- 29.12. Immediately after the Agreement is accepted, the Party providing the Controlled Material shall consult with the other about the relevant authorisations which are required from the relevant authorities and shall request from the non-supplying Party information necessary to make the supplying Party's authorisation request complete and accurate, including, without limitation, full details of end use and end user(s), as may be required by the relevant national or international jurisdiction.

Provide licensing information, provisos and conditions

- 29.13. The Party supplying Controlled Material shall provide the following further information and documentation in writing at the time the Agreement is accepted, if already secured or, if not, as soon as possible upon being secured: details of the relevant licence, agreement or other authorisation (including details of any exemptions or exceptions) such details to include the reference numbers and dates, authorised parties and end use as specified in clause 29.12 above, and any limitations/provisos.

Provide copies of authorisations within 30 days

- 29.14. Copies of licences, agreements or other authorisations or detailed summaries of these authorisations as required under clause 29.7 (and if applicable those required under clause 2 in Appendix 1 must be provided no later than thirty (30) days prior to the first agreed scheduled delivery date. Any commercially sensitive information contained within licences or agreements may be deleted providing it does not prevent identification of any relevant constraint; any provisos and conditions; the end users or the parties and/or consignees.

Controlled Material Labelling

- 29.15. Each Party will use all reasonable endeavours to ensure that any outer package containing a Controlled Material or controlled item should be marked/labelled with an Export Control statement as appropriate to the nature, size, packaging of the item, and to include at least the following: description of item, country of manufacture, any applicable classification number relevant under UK, EU or other (non-US) legislation or regulatory requirements.

Disclosure to government authorities

- 29.16. Each Party hereby authorises the other Party to disclose any and all Confidential Information to government authorities with jurisdiction over such Confidential Information as may be reasonably necessary for the purpose of disclosing, resolving or remediating any violation or potential violation of applicable export control laws or regulations, in accordance with the terms of confidentiality defined herein.

Debarment, Sanctions, & Prohibitions

- 29.17. The Impacted Party shall immediately notify the Non-impacted Party if the Impacted Party is or becomes identified either individually or collectively on any list of denied, debarred, embargoed, blocked, prohibited, specially designated, sanctioned or otherwise ineligible parties maintained by any government or international organisation (or becomes ineligible to contract with the US Government) or if the Consultant's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

Changed Licensing & agreements

- 29.18. Where the Impacted Party is a signatory, sub-licensee or consignee under an export licence, agreement or other authorisation, in the event that circumstances arise that affect the said licence or agreement, that Party shall provide immediate written notification to the other Party to inform them of the same.

Indemnification

- 29.19. The Buyer shall indemnify the MTC against any and all liability, loss, claims, costs, expenses or damages of any kind whatsoever incurred by the MTC as a result of claims made, or loss, damage or detriment caused against the MTC as a result of or in connection with any breach by the Buyer, its employees, agents or sub-contractors of this clause 29.

Reasonable Endeavours

- 29.20. MTC's ability to deliver and support deliverables to Client, or deliver products worldwide, and Clients' ability to use those deliverables or products worldwide are of the importance to the Contract. In the event that any export regulation would prevent a Party from complying with this obligation, that Party shall, at its own cost and within a timeframe compatible with its business needs, either:
- (i) apply for and use reasonable endeavours to obtain from the relative administration any authorisation with respect to the Goods, Services and/or Deliverables necessary for MTC and its affiliates to support and deliver deliverables or the product worldwide and for the relevant customers to continue using, operating and maintaining the deliverable or product; or
 - (ii) use commercially reasonable endeavours to replace or modify the restricted technology, so that the Goods, Services and/or Deliverables cease to infringe the export regulations, while fulfilling all requirements defined by the Contract.
- 29.21. In the event that a party is unable to obtain any such authorisation, the obligations of clause 17 (Force Majeure) will apply.
- 29.22. Breach of this clause 29 shall be deemed a material breach under clause 14.