PropEco API & Data Explorer Terms

These are the Terms made between us Yesil Ltd (trading as PropEco) ("PropEco") and the Subscriber named in the Order Form ("Subscriber").

Where the Subscriber has subscribed for a trial only the Results (as defined below) obtained from the trial are subject to these Terms save that:

1. The Subscriber may only use the Results for its Internal Business Use for the purposes of evaluating whether to subscribe to our services and the Results shall not be disclosed to any third party or used in any other way;

2. The Results are provided "as is" and no warranties (express or implied) are given as to the completeness, accuracy or fitness for purpose (even if PropEco knew of the purpose) of the Results;

3. PropEco accepts no liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this trial to the maximum extent permitted by law;

4. The trial is limited to 50 Hits (as defined below) and shall be of no effect after the trial has expired unless a full Subscription is taken out; and

5. Where there is an inconsistency between the terms above for a trial and the Terms below the above terms for a trial shall prevail but only to the extent of the inconsistency.

Process following Subscription:

The Subscriber will receive a confirmatory email from PropEco. Following confirmation of the Subscriber's email address the Subscriber will gain access to an Access Key which will permit use of PropEco products. Before placing an order it is the Subscriber's responsibility to check that the hardware and software requirements of its computer or device allow access to the digital content.

IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS

1.1 In this Agreement, the following terms have the following meanings:

"Access Key" means a unique number, password or security information allowing Subscribers to access the API or Data Explorer via the PropEco dashboard;

"Address(es)" means a single address to which mail can be delivered in the UK. Where Results are generated for an Address or UPRN, the geographical point associated with the relevant UPRN will be used for the purposes of the search. Results may include information relating to the area surrounding that point in accordance with the applicable Product specification.

"Affiliate"; means any business entity (including, any entity such as a division, subsidiary, sister or parent company) that is either directly or indirectly controlling, controlled by or under common control of that party. For this purpose, "control" means the power of a business entity to secure, whether by means of holding shares or having the voting power of shares, or by virtue of any power conferred by or under articles of association, or any regulation, agreement, arrangement, restriction or other document regulating or binding upon that entity, such that the affairs of the "controlled" entity will, by law, be conducted in accordance with the wishes of the "controlling" entity;

"Agreement" means these Terms and the Order Form;

"API": PropEco's proprietary product or service providing a range of data and analytics relating to locations more particularly described at page https://www.propeco.io/api of the Website;

"**Business Day(s)":** a day or days for which banks in London, England are open for business;

"Confidential Information": all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors who need to know the confidential information in question for the use permitted by this Agreement **(Representatives**) to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure;

"Commencement Date" means the date this Agreement comes into effect by the Subscriber receiving its Access Key as outlined in the Order Form either for a trial or a full Subscription;

"Consumer" has the meaning ascribed to it by the Consumer Rights Act 2015;

"Control" means the power of a business entity to secure, whether by means of holding shares or having the voting power of shares, or by virtue of any power conferred by or under articles of association, or any regulation, agreement, arrangement, restriction or other document regulating or binding upon that entity, such that the affairs of the "controlled" entity will, by law, be conducted in accordance with the wishes of the "controlling" entity;

"Data Explorer" means PropEco's proprietary browser-based product or service providing a range of data and analytics relating to Addresses, UPRNs and / or locations more particularly described at page https://www.propeco.io/data-explorer of the Website;

"Data Protection Laws" mean:

(a) the Data Protection Act 2018;

(b) the General Data Protection Regulations (Regulation (EU) 2016/679) as applicable in the UK by virtue of the EU (Withdrawal) Act 2018 (the "UK GDPR");

(c) any other laws in force from time to time which amend or replace any of the foregoing;

"Delivery Date": means the Commencement Date;

"Fees" means the licence fee per Hit payable to PropEco as set out in the Order Form as selected by the Subscriber and payable in accordance with clause 2.1 hereof;

"Hit(s):" a search via API by the Subscriber for a UPRN or co-ordinate or (as the case may be) a search via Data Explorer by the Subscriber for a single Address, UPRN or co-ordinate priced in accordance with the Price List as selected by the Subscriber in the Order Form;

"Intellectual Property Rights" means the following rights, wherever in the world enforceable including all extensions, renewals and reversions:

(i) any patents or patent applications;

(ii) any trade marks (whether or not registered) including any applications for registration of the same;

(iii) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration;

(iv) copyright or design rights (whether registered or unregistered) in respect of drawings, designs, Products, articles, specifications, drawings, mathematical algorithms, research materials, circuit boards, technical documentation or other documents and including rights in any Products base, any software (including rights in any source codes relating thereto), firmware or hardware;

(v) any goodwill in any trade or service name, trading style or get-up; and

the above shall include, in relation to registerable rights, any applications made or rights to make applications in respect of such rights;

"Internal Use" means use of the Results within the Subscriber's own business in a way that does not make any Products (including advice given or recommendations made based on the Products) available to any third party save as expressly permitted by this Agreement;

"Personal Data" has the meaning given in Data Protection Laws;

"Price List": means the list of Fees set out in the Order Form;

"Products" means Data Explorer and API for which the Subscriber has subscribed from which Results are derived;

"Results" means the results derived from a Hit;

"Term" means the term of this Agreement set out in clause 9.1;

"Terms" means this Agreement;

"UPRN" means the Unique Property Reference Number contained in the Ordnance Survey Ltd.'s AddressBase products consisting of a unique numeric identifier for every spatial address in Great Britain providing a comprehensive, complete, consistent identifier throughout a property's life cycle;

"Use" means the Internal Use of the Products by the Subscriber save in the case of property professionals who may use Results to assist in advising its clients;

"Redistribute" means to make, re-sell, sub-license, transfer or disclose any information contained in a Result accessible (including the provision of access through a database or other application) by any means, including any electronic means, to any third party;

"Website" means PropEco's website found at https://www.propeco.io;

1.2. **IN THIS AGREEMENT:**

1.2.1. a reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it;

1.2.2. a reference to a person includes a natural person, body corporate, unincorporated association or partnership and personal representatives, successors or permitted assigns;

1.2.3. a reference to a company includes any company, corporation or other body corporate, whenever and however incorporated and any successor to all, or substantially all of the business, of that company;

1.2.4. a reference to clause or Schedule, unless the context otherwise requires, is a reference to a clause of, or Schedule to, this Agreement;

1.2.5. a reference to an agreement or other document is a reference to that agreement or document as from time to time supplemented, varied, amended or novated other than in breach of this Agreement or that document;

1.2.6. a reference to words in the singular include the plural and words in the plural include the singular;

1.2.7. a reference to one gender includes a reference to the other gender;

1.2.8. a reference to writing or written includes emails;

1.2.9. the words include and including shall mean include without limitation and including without limitation, respectively;

1.2.10. a reference to a time of day is to London time and a reference to a day is to a period of 24 hours running from midnight on the previous day;

1.2.11. a reference to £ is to pounds sterling;

1.2.12 a reference to any English legal term for any action, remedy, method of legal proceeding, legal document, legal statute, court, official or any other legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to the corresponding or most similar legal term in that jurisdiction to the extent that such jurisdiction is relevant to the terms of this Agreement; and

1.3. The headings in this Agreement do not affect its interpretation.

2. FEES & LICENCE

2.1 The Subscriber may make the number of monthly Hits set out in the Order Form for which it has subscribed by using the Access Key to search via PropEco's API or Data Explorer. When using the API the Subscriber will identify the location it desires to search either using coordinates or UPRNs or when using Data Explorer the Subscriber will identify the location it desires to search either using coordinates, UPRNs or Addresses. Where applicable, Results may include information relating to the area surrounding the supplied coordinates or the geographical point associated with the relevant UPRN, in accordance with the applicable Product specification.

2.2 Fees are payable in advance on the Commencement Date and on each monthly anniversary of the Commencement Date during which this Agreement is in force. All Fees are in pounds sterling (£)(GBP) and exclude VAT. For the avoidance of doubt where the Subscriber cancels its subscription no rebate of Fees already incurred will be payable nor may any Hits be made after the end of the month during which cancellation occurs.

2.3 PropEco will take all reasonable steps to ensure that all of the information provided to PropEco when paying for the digital content is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on PropEco's part, or any failure or breach of PropEco's duties under applicable laws, PropEco will not be liable to the Subscriber for any loss suffered if a third party gains unauthorised access to any information provided during the payment process.

2.4. All payments by credit card or debit card must be authorised by the relevant card issuer and may be subject to additional authentication or security requirements imposed by the card issuer or payment provider.

2.5 In consideration of the Fees and subject to payment thereof and the terms of this Agreement PropEco shall on the Delivery Date grant access to the Subscriber (as set out below) to the API or Data Explorer (as the case may be) as set out in the Order Form and hereby grants to the Subscriber a non-exclusive, non-transferable, non-sub-licensable, revocable, personal licence to use the Results for the Use for the Term.

2.6 The Subscriber is not permitted to resell any Results to any third party (other than a property professional defraying its costs to its clients without mark-up) or to use the Results for the development, production or supply of any products or services for commercial resale or distribution to third parties (whether for valuable consideration or not). Any use of the Products or Results for integration into a product or service supplied to third parties, resale, redistribution, white-labelling, or other commercial exploitation beyond the Use requires PropEco's prior written agreement and may be subject to separate commercial terms and fees.

2.7 The Licence is for the Results in the form in which it exists as at the date of this Agreement. PropEco shall notify the Subscriber from time to time when it updates its Products. Where the Subscriber makes further Hits to any updated Product this shall be treated as an additional Hit and paid for in accordance with the Price List.

2.8 For the avoidance of doubt the Subscriber will not unless expressly authorised by this Agreement: (i) modify, adapt, alter, translate, or create derivative works from the Products (ii) sublicense, resell, Re-Distribute, lease, rent, loan, disclose or otherwise transfer the Products (or any part thereof), or any other associated products and services, to any third party (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any source or object code of the Products in the Product (or any part thereof); (iv) use the Product (or any part thereof) to provide any facility management, service bureau or similar services to third parties or use the Product (or any part thereof) to develop a product line that is similar to the Product; (v) create any comparative analyses of the Product (or any part thereof), by itself or relative to other technology; (vi) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the Product (or any part thereof); or (vii) otherwise use for any commercial purpose other than the Use.

3. USE OF API & DATA EXPLORER

3.1 Access to the API and Data Explorer is permitted on a temporary basis subject to the terms of this Agreement and PropEco reserves the right to amend the service provided via the Data Explorer or the API at any time or withdraw it pursuant to clauses 9.3 or 5.4 hereof. PropEco will not be liable if for any reason Products are unavailable on a temporary basis that does not result in a major or material disruption of the service.

3.2 PropEco shall provide the Subscriber with an Access Key which must be treated as confidential, and not disclosed to any third party save to authorised users within the Subscriber's own organisation . The Subscriber shall make all arrangements necessary to access Products and shall ensure that all permitted persons within the Subscriber's own organisation who access the Results are aware of the terms of this Agreement and comply with them as if they were parties to it (other than the payment of Fees).

3.3 Whilst PropEco shall use all reasonable endeavours in accordance with the industry norm to prevent the transfer of any malware to the Subscriber's devices PropEco shall not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material or malware that may infect the Subscriber's computer equipment, computer programs, Products or other proprietary material due to its use of Data Explorer or API or to its downloading of any material posted online, or on any website linked to it.

4 SUBSCRIBER'S UNDERTAKINGS WARRANTIES & INDEMNITY

4.1 The Subscriber shall:

(a) effect and maintain adequate security measures to safeguard the Results from access or use by any unauthorised person;

(b) save as expressly set out in this Agreement retain the Results on devices under the Subscriber's direct control;

(c) not remove any trademarks, identifiers or disclaimers associated with the Products or Results;

(d) be bound by any legends, disclaimers, and notices appearing in connection with the Products or Results;

(e) procure that any authorised user of the Access Key observe the terms of this Agreement as if they were parties to it and be responsible for any breaches of its terms by them;

(f) not attempt to exceed the number of Hits it has subscribed for in any month.

4.2 The Subscriber warrants that its use of the Products is in the course of its business trade or profession and that it is not a Consumer.

4.3 The Subscriber hereby indemnifies PropEco and agrees to keep them indemnified against any losses costs or other damages arising from any claims made against PropEco by such client (or any other third party) arising from such advice or the use of Results in giving such advice.

5 PROPRIETARY RIGHTS

5.1 The Products and all the Intellectual Property Rights in the Products (including Data Explorer, API and Results) are and shall remain vested in Yesil Ltd or its licensors.

5.2 If the Subscriber's Use or possession of the Products and Results in accordance with this Agreement is, in PropEco's reasonable opinion, likely to constitute an infringement of a third party's Intellectual Property Rights or where PropEco's rights to use third party Products has terminated for any reason then PropEco shall during the Term promptly and at its own expense, use its reasonable endeavours to:

(a) procure for the Subscriber the right to continue using and possessing the Products and Results; or

(b) modify or replace the Products (without materially detracting from its overall performance) so as to avoid the infringement.

5.3 If the remedies set out in clause 5.2(a) or (b) cannot be accomplished on reasonable commercial terms, PropEco may terminate all or some of the licences contained in clause 2 (both before or after

termination of this Agreement) by written notice, whereupon the Subscriber shall cease all use of the affected Products and Results and, where the Subscriber has been permitted under this Agreement to provide Results to any third party, shall procure that such third party ceases all use of the affected Results. At PropEco's option, the Subscriber shall either destroy the affected Results or return them to PropEco. If PropEco terminates a particular licence during the Term in accordance with this provision it shall reimburse such proportion of the Fee paid in advance as shall be reasonable in the circumstances.

5.4 PropEco warrants that it has used reasonable endeavours to ensure that it has, or its licensors have granted to it, all rights, licences and permissions necessary to provide the Products and Results to the Subscriber and permit their use in accordance with this Agreement.

6. DATA QUALITY

6.1 PropEco has prepared the Products using reasonable skill and care based on data available to it at the time of preparation but does not warrant the accuracy or completeness of the Products or Results or that it will meet any of the Subscriber's requirements (even if PropEco knew of such requirements). The Subscriber warrants that it has sufficient skill and expertise to understand the use of the Products or Results and acknowledges that the Results may represent predictions of future events using various data or models and thus cannot be relied upon as fact. PropEco cannot be held liable for any interpretations made or decisions taken based on the Products or Results by the Subscriber or any third party authorised by them.

6.2 The terms of this Agreement exclude all warranties and conditions and any other term implied by any law to the maximum extent permitted by law.

7. LIMITATION OF LIABILITY

7.1 PropEco does not exclude or limit liability to the Subscriber for:

i) fraud, fraudulent misrepresentation or wilful or deliberate breach;

ii) death or personal injury caused by negligence; or

iii) any matter in respect of which it would be unlawful for the parties to exclude liability.

7.2 Subject to clause 7.1 PropEco shall not in any circumstances be liable to the Subscriber whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

i) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

ii) any loss or corruption (whether direct or indirect) of data or information;

iii) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

iv) any loss or liability (whether direct or indirect) under or in relation to any other contract.

7.3 Clause 7.2 shall not prevent claims, which fall within the scope of clause 7.4, for direct financial loss that are not excluded under any of the categories set out in clause 7.2.

7.4 Subject to clause 7.1 PropEco's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent),

restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to 150% of the total monthly Fees paid by the Subscriber during the month in which the cause of action arose.

7.5 PropEco (to the full extent permitted by law) hereby excludes all liability arising from inaccuracies in third party data incorporated in the Products or in connection with any loss caused by the Subscriber failing to use or implement any update to the Products/Results delivered or made available from time to time.

8. CONFIDENTIALITY

8.1 The term Confidential Information does not include any information that:

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

8.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

8.1.3 was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

8.1.4 can be proved by the receiving party by documentation in its possession was known to the receiving party before the information was disclosed to it by the disclosing party; or

8.1.5 the parties agree in writing is not confidential or may be disclosed.

8.2 Each party shall keep the other party's Confidential Information confidential and shall not:

8.2.1 use any Confidential Information except for the Use; or

8.2.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

8.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Use, provided that:

8.3.1 it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and

8.3.2 at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause.

8.4 the Subscriber acknowledges that PropEco's Confidential Information includes the Products and the Results.

8.5 PropEco acknowledges that the Subscriber’s Confidential Information includes the proposed use of the Results and information about its customers (if any).

8.6 A party may disclose Confidential Information to the extent required by law, by any governmental or other recognised regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

8.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.

8.8 The provisions of this clause shall continue to apply after termination of this Agreement.

9 TERMINATION

9.1 This Agreement shall come into effect on the Commencement Date and shall continue in force:

(a) in the case of a trial until the permitted number of Hits have been reached; and

(b) in the case of a full Subscription one month and each month thereafter unless terminated earlier in accordance with this clause or clause 5.3.

9.2 Either party may suspend performance of or terminate this Agreement at any time by giving the other party prior written notice if the other party commits a material breach of this Agreement and, where such a breach is capable of remedy, fails to remedy the breach within 28 Business Days after the date of the notice of the terminating party.

9.3 Either party may terminate this Agreement at any time if the other passes a resolution for its winding up, or any similar action in its country or state of jurisdiction or a court of competent jurisdiction makes an order to that effect (other than a voluntary winding up for the purpose of and followed by amalgamation or reconstruction), becomes subject to an administration order or has a receiver, administrator, administrative receiver or other similar officer appointed over the whole or a substantial part of its assets or compounds or enters into any arrangement with its creditors generally or ceases or threatens to cease business or stops or threatens to stop payment or being an individual is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them.

9.4 PropEco may by written notice served on the Subscriber terminate this Agreement immediately if (a) there is a change of Control of the Subscriber which vests Control in a person who directly or indirectly competes or is capable of competing with PropEco or (b) withdraw the Data Explorer or API if it is forced by technological or legal issues to do so (and in the case of the latter it shall re-imburse such part of any Fees paid in advance as shall be reasonable in the circumstances).

9.5 Either Party may terminate this Agreement at any time after the first month of the Term by giving written notice to the other party. A Subscriber may give such notice by email to info@propeco.io. On cancellation no further Fees will be taken.

9.6 On termination the Subscriber may retain and use the Results for the Use (save where termination is in accordance with clauses 5.3, 9.2, 9.3 or 9.4 where all use must cease forthwith) but the Subscriber shall remain bound by the restrictions on use and other terms set out in this Agreement. Following termination (howsoever caused) PropEco will terminate access to the Products via Data Explorer or API (as the case may be).

9.7 Any termination of this Agreement (for whatever reason) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

10. FORCE MAJEURE

The obligations of a party to this Agreement (other than the Subscriber's obligation to pay Fees) shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control. In such event, the affected party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause. Any party whose obligations have been suspended shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. If such cause continues for more than 3 (three) months, either party may terminate this Agreement on 30 (thirty) days' written notice, without liability.

11. DISPUTES

If any dispute or disagreement arises between the parties under or in relation to this Agreement, including any dispute arising out of or in relation to the existence, formation, breach or termination or any claim in tort, in equity or under any statute ("Dispute"):

(a) the party raising the Dispute must notify the other party in writing that a Dispute exists, with sufficient detail to enable the Dispute to be considered;

(b) the parties must then meet to discuss and attempt in good faith to resolve the Dispute as soon as reasonably practicable thereafter; and

(c) if the Dispute is not resolved after 21 days from the date of the notice referred to in subparagraph (a), either party may exercise its rights of termination or suspension of obligations or any other remedies it may have (on the understanding that such rights may not be exercised until the parties have attempted to resolve any dispute via this dispute escalation procedure).

Nothing in this clause shall prevent either party from commencing any action or proceeding at any time for urgent interlocutory relief in any court or tribunal having jurisdiction over such action or Dispute.

12 GENERAL

12.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

12.2 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

12.3 Unless expressly stated otherwise, neither party shall assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, PropEco will be entitled to assign this Agreement and any of its rights and obligations under the Agreement to any Affiliate of PropEco without the consent of the Subscriber.

12.4 The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

12.5 The failure of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.

12.6 Any notice required to be given pursuant to this Agreement shall be in writing and may be given by email. Notices to PropEco shall be sent to info@propeco.io and notices to the Subscriber shall be sent to the email address associated with the Subscriber's account. A notice sent by email shall be deemed received on the next Business Day after transmission, provided that the sender has not received notification of failed delivery.

12.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12.8 Both parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and in performing its obligations under the Agreement both parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

12.9 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impair the continuation in force of the remainder of this Agreement. If any invalid, illegal or unenforceable provision of this Agreement would be valid, legal or enforceable if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.10. It is not anticipated that any Personal Data will be shared in pursuance of this Agreement and the parties will use their best endeavours that it shall not. By entering into this Agreement the Subscriber agrees to the processing and disclosure of its Personal Data it does disclose to PropEco and confirms to PropEco it has authority to provide all such Personal Data to PropEco.

12.11 This Agreement is governed by, and shall be construed in accordance with the laws of England & Wales.

12.12 Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each Party irrevocably submits to the exclusive jurisdiction of the English courts.