



DealerNexa Reseller General Terms and Conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these General Terms and Conditions. References to "Schedule" are to schedules in the relevant Reseller Agreement.

1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

2 **Control:** the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be interpreted accordingly.

3 **Customer:** each entity who signs an agreement with the Reseller for the Resold Services and a EULA with MGL, and for whom the Reseller pays the corresponding Subscription Fees.

4 **Customer Data:** the data inputted by the Customer, or the Reseller on the Customer's behalf for the purpose of using the Resold Services or facilitating the Customer's use of the Resold Services and any data generated by, or derived from the Customer's use of the Resold Services, whether hosted or stored within the Resold Services or elsewhere.

5 **Data:** either or both of the Customer Data or the Reseller Data.

6 **Documents:** any document(s) made available to the Reseller by MGL from time to time which sets out a description of the Services and the user instructions for the Services.

7 **Effective Date:** the date of the relevant Reseller Agreement.

8 **EULA:** the end user licence agreement between MGL and the Customer in the form provided by MGL and any amendments to the same which are notified by MGL to the Reseller from time to time.

9 **Extended Term:** the extended term described in the relevant Reseller Agreement.

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading supplier within the relevant industry or business sector.

Incident: any Vulnerability, Virus or security incident which:

9a) may affect the Software, the Services or Resold Services; or

9b) may affect either party's network and information systems, such that it could potentially affect the Software, Services or Resold Services.

10 **Initial Term:** the initial term described in the relevant Reseller Agreement.

11 **Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and rights in domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

12 **Legislation:** any statute, statutory provision or subordinate legislation or any mandatory rules issued by any regulatory body having jurisdiction over the applicable party.

13 **MGL:** MG Lotus Ltd, a company registered in England with company number 11958672.

14 **NIS Regulations:** the Network and Information Systems Regulations 2018 (*SI 2018/506*).

15 **Normal Business Hours:** 8.00 am to 6.00 pm local UK time, each Business Day.

16 **Order Form:** a written order form (delivered physically or electronically) from the Reseller, detailing:

16a) the Services to be provided by MGL;

16b) the Subscription Fees and any other amounts due and payable by the Reseller to MGL;

16c) Customer name, registered office address and company number; and

16d) the Subscription Term.

17 **Reseller:** the party identified as the "Reseller" in the relevant Reseller Agreement.

18 **Reseller Agreement:** an agreement between MGL and the relevant Reseller, incorporating these General Terms and Conditions.



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19 **Reseller Data:** the data inputted by the Reseller for the purpose of developing, testing, distributing or using the Resold Services or facilitating the Customer's use of the Resold Services and any data generated by, or derived from the Reseller's use of the Resold Services, whether hosted or stored within the Resold Services or elsewhere.

20 **Reseller Products:** the products of the type and specification referred to in Part 2 of Schedule 1 of the Reseller Agreement.

21 **Reserved Customers:** means both:

- a) the customers (if any) specified in Schedule 4 of the Reseller Agreement which comprise the customer groups in respect of which MGL has appointed an exclusive distributor or has reserved to itself; and
- b) any updates thereto notified by MGL to the Reseller in writing from time to time.

22 **Resold Services:** the Services and the Reseller Products as developed, marketed and licensed by the Reseller to its customers as more particularly described in Part 3 of Schedule 1 of the Reseller Agreement.

23 **Services:** the provision, whether or not under the brand of "DealerNexa", of websites, Software and those associated services of the type and specification listed in Part 1 of Schedule 1 and the associated documents relating to each of them together with any other services or products and related documents developed by MGL which MGL may permit the Reseller, by express notice in writing, to market pursuant to the Reseller Agreement.

24 **Software:** the online software applications provided by MGL as part of the Services.

25 **Subscription Fees:** the subscription fees listed in Schedule 3 and payable by the Reseller to MGL for each Customer as set out in the relevant Order Form.

26 **Subscription Term:** means the term set out in each Order Form during which the Reseller permits each Customer access to the Services subject to the EULA.

27 **Support Services Policy:** MGL's policy for providing support in relation to the Services as current from time to time and notified to the Reseller.

28 **Territory:** the geographical area described in Schedule 2.

29 **Term:** the duration of the Reseller Agreement.

30 **Trade Marks:** any trade mark registrations and applications, together with any unregistered trade marks identified at Schedule 5, in each case, of MGL.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

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

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

Year: the period of 12 months from the Effective Date and each consecutive period of 12 months thereafter during the term of the Reseller Agreement.

Clause, Schedule and paragraph headings shall not affect the interpretation of the Reseller Agreement and these General Terms and Conditions.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.8 A reference to writing or written excludes faxes but not email.

1.9 References to clauses are, as applicable, references to clauses of the Reseller Agreement or these General Terms and Conditions.

1.10 References to Schedules are to Schedules of the relevant Reseller Agreement.



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2. Appointment

2.1 The Reseller undertakes not to:

- (a) purchase the Services from any person other than MGL (or its authorised distributors for the Services); or
- (b) during the Term of the Reseller Agreement or for the period of five years from the Effective Date (whichever shall be the shorter), distribute, create or offer (including as part of or in combination with any Reseller Products), any services which compete with the Services.

2.2 The Reseller shall be entitled to describe itself as an "Authorised Reseller" of the Services but (save as set out in the Reseller Agreement) shall not represent itself as an agent of MGL for any purpose, nor pledge MGL's credit or give any condition or warranty or make any representation on MGL's behalf or commit MGL to any contracts. Further, the Reseller shall not without MGL's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of Services which are inconsistent with those contained in the promotional material supplied by MGL (including, without limitation, the EULA) or otherwise incur any liability on behalf of MGL howsoever arising.

2.3 The Reseller shall not sell any of the Resold Services through a sales agent or to a sub-distributor or reseller without the prior express written permission of MGL.

2.4 The Reseller's appointment under clause 2 of the Reseller Agreement only grants to the Reseller a right to distribute the Services as part of the Resold Services, and does not transfer any right, title, licence or interest to any such Services to the Reseller or its customers. Use of the terms "sell", "license", "purchase", "licence fees" and "price" will be interpreted in accordance with this clause.

2.5 MGL reserves the right to sell the Services directly to customers and other resellers inside or outside the Territory.

3. EULA

3.1 The parties shall agree a written process for making Customers aware of, and to record the Customer's acceptance of, the EULA.

3.2 The Reseller shall:

- (a) comply with the EULA with regard to any use of the Services by the Reseller, or its personnel; and

- (b) provide reasonable assistance, at its own cost, to enable MGL to procure Customer consent to the EULA and to manage and enforce the terms of the EULA.

4. Reseller's warranties, undertakings and obligations

4.1 The Reseller undertakes and agrees with MGL to:

- (a) use its best endeavours to promote the distribution and sale of the Resold Services in the Territory and to expand the sale of the Resold Services by all reasonable and proper means and not to do anything which may hinder or interfere with such sales;
- (b) within 14 days of a written request from MGL at any time, and from time to time, provide such information as is reasonably requested by MGL about the Reseller's processes and controls to support compliance with the Reseller Agreement;
- (c) keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Resold Services and allow MGL (or its nominee, including without limitation its designated accountants or auditors), on reasonable notice, access to all accounts and records relating to the Resold Services and Services for the purpose of inspection to audit compliance with the Reseller Agreement.
- (d) during the Term, provide to Customers a pre and after-sale support service in respect of the Resold Services on terms at least as favourable as the pre and after-sale support service the Reseller provides in respect of any Reseller Products, including, without limitation, consultation on the use of Resold Services; timely responses to Customers' general questions concerning use of Resold Services; and assistance to customers in the diagnosis and correction of problems encountered in using Resold Services;
- (e) inform MGL immediately of any changes in ownership or Control of the Reseller and of any change in its organisation or method of doing business which might affect the performance of the Reseller's duties in the Reseller Agreement; and



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- (f) not resell the Resold Services at a price exceeding the maximum resale price from time to time specified by MGL in writing.

4.2 The Reseller represents, warrants and undertakes that:

- (a) it has full capacity and authority and all necessary consents to enter into and to perform the Reseller Agreement and to grant the rights and licences referred to in the Reseller Agreement and that the Reseller Agreement is executed by its duly authorised representative and represents a binding commitment on it; and
- (b) without affecting its other obligations under the Reseller Agreement it shall comply with all applicable Legislation in the performance of its obligations under the Reseller Agreement.

4.3 The Reseller shall, in reselling the Services, comply with MGL's information security, confidentiality and data protection policies from time to time relating to the privacy and security of the Data.

5. Customer Orders

Subject to acceptance by MGL and payment of Subscription Fees, MGL shall, during the Initial Term and any Extended Term, for each EULA provide the Services and make available the Software and Documents as requested by the Reseller in each Order Form.

6. Access to services and data

6.1 MGL reserves the right in the event of:

- (a) a breach of the reseller Agreement by the Reseller, immediately to suspend the Reseller's right to resell the Services for the duration of time that the breach remains unremedied; and/or
- (b) a cyber or other security incident significantly affecting, or in MGL's reasonable opinion, likely to significantly affect the provision of the Services or harm Customers, to disable access to the Services, Software and Documents for such period required for the incident to be contained.

6.2 Save as expressly permitted under the Reseller Agreement, the Reseller shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent

expressly permitted under the Reseller Agreement:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, the Software or Documents (as applicable) in any form or media or by any means; or
- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services;
- (b) access all or any part of the Services, Software and Documents to build a product or service which competes with the Services, Software or the Documents;
- (c) use the Services, Software or Documents to provide services to third parties;
- (d) subject to clause 23, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make the Services, Software or Documents available to any third party; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, Software or Documents.

6.3 MGL is entitled on giving three months' written notice to the Reseller to vary Part 1 of Schedule 1 to exclude one or more of the Services or Software if for any reason the provision of such Services or Software have been permanently discontinued.

6.4 MGL is entitled to make changes to the Services, Software or Documents provided such changes do not adversely affect the Resold Services in any material respect, and shall give written notice of such changes to the Reseller as soon as reasonably practicable.

6.5 The Reseller shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Reseller Data and shall procure that the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Reseller hereby licenses MGL to use the Reseller Data and shall procure that the Customer licences MGL to use the Customer Data for:

- (a) the proper performance of the Services, including the provision of websites, the Software and the Documents;



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- (b) the purposes set out in MGL's Privacy Notice; and
- (c) all other purposes relevant to the proper exercise of MGL's rights and obligations under the Reseller Agreement or the EULA.

7. Service obligations

7.1 MGL shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 9.00 pm to 5.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that MGL has used reasonable endeavours to give the Reseller reasonable notice (not exceeding 4 hours) in advance.

7.2 MGL will, as part of the Services and at no additional cost to the Reseller, provide the Reseller with MGL's standard support services during Normal Business Hours in accordance with MGL's Support Services Policy in effect at the time that the Services are provided.

8. MGL's warranties, undertaking and obligations

8.1 Nothing in the Reseller Agreement shall prevent MGL from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documents, products or services that are similar to those provided under the Reseller Agreement.

8.2 MGL warrants and undertakes that:

- (a) it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Reseller Agreement; and
- (b) it has full capacity and authority and all necessary consents to enter into and to perform the Reseller Agreement and to grant the rights and licences referred to in it and that the Reseller Agreement is executed by its duly authorised representative and represents a binding commitment on it.

9. Prices and payment

9.1 The Reseller shall pay to MGL MGL's reseller list prices for the Services set out in Schedule 3, and as amended by MGL from time to time on written notice to the Reseller.

9.2 MGL shall give the Reseller 60 days' notice of any changes in the prices of the Services.

9.3 Any and all expenses, costs and charges incurred by the Reseller in the performance of its obligations under the Reseller Agreement shall be paid by the Reseller unless MGL has expressly agreed beforehand in writing to pay such expenses, costs and charges.

9.4 The Reseller shall pay the full amount invoiced to it by MGL in pounds sterling or in Euros at its sterling equivalent exchange rate within 30 days of the date of invoice.

9.5 All amounts due under the Reseller Agreement shall be paid by the Reseller to MGL in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.6 As between MGL and the Reseller, the Reseller shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Services or Resold Services in the Territory.

9.7 If the Reseller fails to make any payment of any undisputed amounts due to MGL under the Reseller Agreement by the due date for payment, then, without limiting MGL's remedies under clause 17, the Reseller shall pay interest on the overdue amount at the rate of 12% a year. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

10. Compliance with laws and regulations

10.1 The Reseller shall be responsible for obtaining any import licences or permits necessary for the entry of the Services or Resold Services into the Territory, or their delivery to the Reseller, and the Reseller shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Services or Resold Services.

10.2 The Reseller warrants to MGL that it has informed MGL of all Legislation affecting the sale of the Services which are in force in the Territory (**Local Regulations**) at the Effective Date.

11. Anti-bribery

11.1 The Reseller shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and



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anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**); and

- (b) have and shall maintain in place throughout the term of the Reseller Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.

12. Intellectual Property Rights

12.1 The Reseller acknowledges and agrees that MGL or its licensors own all Intellectual Property Rights in the Services, Software and the Documents. Except as expressly stated in the Reseller Agreement, the Reseller Agreement does not grant the Reseller any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software or the Documents.

12.2 The Reseller shall, at the expense of MGL, take all such steps as MGL may reasonably require to assist MGL in maintaining the validity and enforceability of the Intellectual Property Rights of MGL during the term of the Reseller Agreement.

12.3 MGL grants to the Reseller a non-exclusive, revocable, personal licence (subject to the terms and conditions of the Reseller Agreement, and during its term and solely for the purposes of performing the Reseller's obligations under the Reseller Agreement) to:

- (a) use the Services in compliance with the Reseller's appointment and for the purposes of demonstrating, marketing and selling the Resold Services to Customers and fulfilling its other obligations under the Reseller Agreement;
- (b) combine the Services with the Reseller Products (where applicable) and provide access to, or otherwise facilitate the use of the Resold Services by, each Customer who has signed the EULA during the Subscription Term set out in the relevant Order Form (and any extension thereof) for the Customer's internal business operations; and
- (c) use the Trade Marks on or in relation to the Resold Services or Services for the purpose of the promotion, advertisement and sale of the Resold Services.

12.4 The Reseller shall ensure that each reference to, and use of, any of the Trade Marks by the Reseller is in a manner approved from time to time by MGL and accompanied

by an acknowledgement in a form approved by MGL that the same is a trade mark (or registered trade mark) of MGL.

12.5 The Reseller shall not:

- (a) use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of MGL therein;
- (b) use in relation to the Services any trade marks other than the Trade Marks without obtaining the prior written consent of MGL; or
- (c) use any trade marks or trade names so resembling any trade mark or trade name of MGL.

12.6 The Reseller acknowledges that neither it, nor any Customer, has a right to access to any Software in source code form.

13. Security of the services

13.1 Each party shall notify the other immediately if it becomes aware of any Incident, and respond without delay to all queries and requests for information from the other party about any Incident, in particular bearing in mind the extent of any reporting obligations the other party may have under the NIS Regulations and applicable data protection legislation and that the other party may be required to comply with statutory or other regulatory timescales.

13.2 Each party agrees to co-operate with the other party in relation to:

- (a) all aspects of its compliance with the NIS Regulations (if applicable);
- (b) any requests for information, or inspection, made by any data protection or cybersecurity regulator (including in connection with the NIS Regulations); and
- (c) any Incident.

14. Confidentiality

14.1 Each party undertakes that it shall not at any time during the Reseller Agreement, and for a period of two years after termination or expiry of the Reseller Agreement, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:



- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Reseller Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Reseller Agreement.
- 14.4 This clause 14 shall survive termination of the Reseller Agreement for any reason.
- 15. No partnership or agency**
- 15.1 Nothing in the Reseller Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided in 2.
- 15.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16. Limitation of liability**
- 16.1 Except as expressly and specifically provided in the Reseller Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from the Reseller Agreement.
- 16.2 Nothing in the Reseller Agreement excludes the liability of each party:
- (a) for death or personal injury caused by its negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 16.3 Subject to clause 16.2 MGL shall have no liability for:
- (a) loss of profits;
 - (b) loss of business;
 - (c) depletion of goodwill or similar losses;
 - (d) loss of anticipated savings;
 - (e) loss of goods;
 - (f) loss of use;
 - (g) loss or corruption of data or information;
 - (h) wasted expenditure; or
 - (i) any special, indirect, or consequential loss, costs, damages, charges or expenses.
- 17. Term and termination**
- 17.1 The Initial Term and any Extended Term shall be as set out in the relevant Reseller Agreement.
- 17.2 Either party may give written notice to the other party, not later than 90 days before the end of the Initial Term or the relevant Extended Term, to terminate the Reseller Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 17.3 Without affecting any other right or remedy available to it, either party may terminate the Reseller Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under the Reseller Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of the Reseller Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) 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 or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - (d) 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;
 - (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;



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- (f) 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 that other party;
 - (g) 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, partnership or limited liability partnership);
 - (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - (i) 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;
 - (j) a creditor or encumbrancer 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 the other party's assets and such attachment or process is not discharged within 14 days;
 - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.2(b) to clause 17.2 (i) (inclusive); or
 - (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 17.4 Without prejudice to any other rights or remedies to which MGL may be entitled, MGL may terminate the agreement without liability to the Reseller if:
- (a) there is a change of control of the Reseller; or
 - (b) the Reseller purports to assign any of its rights or obligations under the Reseller Agreement.
- 18. Effects of termination**
- 18.1 On termination or expiry of the Reseller Agreement for any reason:
- (a) without prejudice to each EULA between MGL and Customer all outstanding Orders placed by the Reseller shall be cancelled and the Reseller shall (at its sole cost) return (or at MGL's option, destroy or delete) all media (subject to clause 18.1(b)) on which the Services, Software or Documents are held and the Reseller shall stop combining the Services and Software with the Reseller Products, cease all marketing and sales activity and transfer all live opportunities to MGL, or their nominee;
 - (b) for no more than 6 months following termination of the Reseller Agreement the Reseller shall provide all assistance and information requested by MGL and shall co-operate with MGL and any replacement reseller to facilitate a smooth transition from the Reseller;
 - (c) on the expiry of the 6-month period under clause 18.1(b), the Reseller shall promptly return to MGL, or otherwise delete or dispose of as MGL may instruct, any Software, Documents and other items relating to MGL's business (and copies of them) (other than correspondence which has passed between the parties) which the Reseller may have in its possession or under its control and, in the case of destruction or deletion, the Reseller shall certify the same to MGL;
 - (d) the accrued rights of the parties as at termination or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced; and
 - (e) subject to the foregoing provisions of this clause 18.1, all rights and licences of the Reseller under the Reseller Agreement shall terminate.
- 18.2 The termination of the Reseller Agreement shall not of itself give rise to any liability on the part of MGL to pay any compensation to the Reseller for loss of profits or goodwill, to reimburse the Reseller for any costs relating to or resulting from such termination, or for any other loss or damage.
- 19. Force majeure**
- 19.1 Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 120 days, the party not affected may terminate the Reseller Agreement by giving not less than 30 days' written notice to the affected party.



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20. Waiver

- 20.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 20.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

21. Severance

- 21.1 If any provision or part-provision of the Reseller Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Reseller Agreement.
- 21.2 If any provision or part-provision of the Reseller Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Variation

- variation of the Reseller Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. Assignment

- 23.1 MGL may at any time assign, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Reseller Agreement.
- 23.2 The Reseller shall not, without the prior written consent of MGL (such consent not to be unreasonably withheld), assign, transfer, mortgage, charge, delegate, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Reseller Agreement.

24. Rights and remedies

- rights and remedies provided under the Reseller Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.