

TrustedStays Terms and Conditions for PMCs

Effective Date: 31 July 2023

Thank you for using TrustedStays!

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations.

The Platform and Services are provided by Trusted Stays Limited, a company incorporated and registered in England and Wales with company number 13640195 and whose registered office is at 1.15 The Light Bulb, 1 Filament Walk, London, SW18 4GQ, United Kingdom ("TrustedStays", "we", "us" or "our").

These Terms (together with any documents referred to) constitute a legally binding agreement ("Agreement") between you and TrustedStays and govern your access to and use of the TrustedStays Platform and TrustedStays Services. By accepting these Terms, you confirm that you also accept any separate payment terms as set out in our invoices.

1. Definitions

Except as otherwise defined in the body of this Agreement the following terms shall be defined as follows:

"Applicable Law" means the laws of the United Kingdom or a part of the United Kingdom or the local laws in which the Eligible Properties are located.

"Booking" or "Book" means a confirmed booking of a Property by a TrustedStays Customer either made on the TrustedStays Platform or via a Platform Partner.

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures" are defined in the Data Protection Legislation.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made there under) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the

privacy of electronic communications).

“Eligible Properties” means any Property that: (a) meets the TrustedStays Property Standards, as determined by us in our sole and absolute discretion; (b) meets the Quality Accountability Programme; (c) complies with all applicable Short-Term Rental Regulations; (d) has all applicable Short-Term Rental Licenses; and (e) may be used as a Short-Term Rental without violating any Real Estate Restrictions.

“Force Majeure Event” means acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion; and interruption or general failure of public utility service. A pandemic is not a Force Majeure Event unless there is also a governmental lock-down imposed in the vicinity of the Property that makes it illegal to occupy the Property.

“Gross Booking Value” means the total Booking price paid by the Customer including all applicable taxes, cleaning fees and any additional fees for services purchased directly on or via the TrustedStays Platform.

“Industry Accreditation” means a tourism industry accreditation approved by TrustedStays to be the standard for an Eligible Property before it can be listed on the TrustedStays Platform.

“Intellectual Property” means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights (whether registered or not).

“Launch Date” means the date by which the Properties on the TrustedStays Platform are operational and ready to transmit to Platform Partners and receive Bookings, as determined by us in our sole discretion.

“Market Areas” means those cities, municipalities, counties, villages or other jurisdictional regions approved by TrustedStays for PMC to list Eligible Properties on the TrustedStays Platform.

“Onboarding and Training Materials” means materials prepared by TrustedStays or its Strategic Partners created to assist PMC employees in learning how to use the TrustedStays Platform.

“Owner(s)” means the owners of the Properties which authorise PMC to list their Properties on the TrustedStays Platform pursuant to these Terms.

“Payment Facilitator” means an entity that, for booking of the Eligible Properties advertised via the

TrustedStays Platform: (a) acts as a third-party agent that receives a settlement of transaction proceeds from an acquirer; (b) is responsible to maintain a payment gateway account to process payments related to the Booking of Properties; (c) negotiates and manages ongoing credit card processing fees; (d) is responsible for compliance with PCI-DSS and GDPR standards for handling cardholder information and other data security regulations; (e) manages refund requests and handles chargebacks; (f) utilises its merchant ID to aggregate payment; and (g) takes on other actions and responsibilities as determined by the banks and credit card associations with jurisdiction over the relevant means of payment.

“Platform Partner” means any online booking platforms, search aggregator (such as the GDS) or other online or offline intermediaries which are contracted by us to distribute and/or take Bookings for Properties that are connected to the TrustedStays Platform. Additional terms may apply to Platform Partners.

“PMC” or “you” means a property management company which completes the TrustedStays account registration process and who agrees to the terms of this Agreement.

“PMC Marks” means all trademarks, trade names, web site domain names, social media names and images, service marks, and logos, whether or not registered, that are owned by or licensed to the PMC.

“Properties” means all active Properties in PMC’s portfolio which TrustedStays will market to prospective Customers on behalf of the PMC and “Property” means any one of the Properties.

“Property Information” means the information PMC submits to TrustedStays for each Eligible Property to be listed on the TrustedStays Platform, which information shall include the minimum description criteria of an Eligible Property, any photographs of an Eligible Property and any other information set out in our policies and procedures. PMC is responsible for ensuring this information remains accurate at all times. We may update this information from time to time in our sole discretion. All Property Information must be unbranded.

“Property Listing” means the unbranded property details created and uploaded onto the TrustedStays Platform.

“Rate” means the nightly rental rate payable for the Properties included in the Property Listing by the PMC.

“Real Estate Restrictions” means any (a) covenants, (b) property owners’, or (c) other contractual or title restrictions that encumber a Property, including, without limitation, the terms and conditions of any lease affecting the applicable Property.

“Short-Term Rental Licence” means any registration or licence or other consent that is required to use a Property for a short-term rental use and is necessary in order to comply with all applicable Short-Term Rental Regulations.

“Short-Term Rental Regulations” means all laws, statutes, statutory instruments and regulations that apply to short-term rentals of Properties for vacation, business and home rentals to guests, hotels, or hospitality services in the Market Area that the Eligible Property is located.

“Stay” means the TrustedStays Customer’s stay at the Property.

“Strategic Partners” means any third party which is involved in providing the TrustedStays Platform and Services to you. Strategic Partner services will be subject to additional terms and conditions.

“TrustedStays” comprises the TrustedStays Platform and TrustedStays Services.

“TrustedStays Customers” or “Customers” means, individually and collectively, guests or buyers who make a reservation via the TrustedStays Platform or via a Platform Partner, or potential guests and buyers who enquire about any Property that is advertised by or offered on the TrustedStays Platform or a Platform Partner.

“TrustedStays Marks” means all trademarks, trade names, web site domain names, social media names and images, service marks, and logos, all whether or not registered, that are owned by or licensed to TrustedStays, including without limitation any relating to the TrustedStays Platform.

“TrustedStays Platform” or “Platform” means a distribution system operated by TrustedStays that is accessible by PMC and TrustedStays Customers through web-based, mobile and customer centre platforms.

“TrustedStays Platform Fees” means the commission charged by TrustedStays for the TrustedStays Platform and TrustedStays Services as set out in our invoice. Fees will include any Strategic Partner Fees which will also be included in our invoice.

“TrustedStays Property Standards” means those standards and requirements set out in our policies and procedures, as may be updated from time to time by us in our sole discretion, with which PMC is required to comply with respect to all Eligible Properties listed by PMC on the TrustedStays Platform, including, without limitation, with respect to condition of the home, fire, health and safety, upkeep, cleanliness, inventory, customer service, availability and rates.

“TrustedStays Quality Accountability Programme” means the combination of the Industry Accreditation and those standards and requirements set out in our policies and procedures with respect to reporting and compliance for property audits, PMC certifications, PMC audits and guest

surveys (which TrustedStays Quality Accountability Programme may be updated and amended by us from time to time).

“TrustedStays Service” or “Service” means the additional support and business service as requested by you and as provided by us.

2. TrustedStays Platform

2.1 We are authorised by you to distribute the Properties on the TrustedStays Platform and all distribution channels/via such Platform Partners as we reasonably consider appropriate as part of the TrustedStays distribution network. Any such distribution will be subject to the terms and conditions of the Platform Partner. You further consent to Property Listings featuring in advertisements for TrustedStays on third party websites from time to time. Any exclusions will be mutually agreed by the Parties in writing.

2.2 We shall provide PMC access to the TrustedStays Platform for PMC to post Eligible Properties on and transmit Property Information.

2.3 We may suspend or take down all or a portion of the TrustedStays Platform (including PMC’s access) if required to repair, maintain or update the TrustedStays Platform and/or protect the TrustedStays Platform from threat or harm. For the avoidance of doubt our temporary or permanent removal of any Eligible Property under this clause 2.3 shall not terminate this Agreement nor affect PMC’s obligations in any way.

3. Property Intake Process

3.1 PMC shall take the following steps to identify Properties for listing on the TrustedStays Platform as an Eligible Property for each Market Area:

(a) PMC will provide TrustedStays with a list of proposed Properties believed to meet TrustedStays Property Standards and Industry Accreditation criteria. This list shall include active links to current Property Information.

(b) The TrustedStays Property Standards and Industry Accreditation which a Property must achieve to become an Eligible Property will be as set out in the onboarding process and shall be updated from time to time.

(c) PMC acknowledges that it will not be able to list its Properties on the TrustedStays Platform unless and until it complies with the Industry Accreditation requirements and TrustedStays Property Standards.

3.2 We retain the right at any time to require additional review, including physical inspection by the Industry Accreditation provider at the cost of PMC for any Property.

3.3 Following completion of the steps in clause 3.1, PMC may submit Eligible Properties for listing on the TrustedStays Platform by providing all unbranded Property Information and any additional reasonable information requested by TrustedStays. PMC shall be responsible for drafting and editing Property Information to ensure compliance with our requirements and with all Applicable Laws (including all Short-term Rental Regulations).

3.4 PMC will arrange for and supply high-quality, unbranded photography of all Properties provided in the Property Information in line with TrustedStay's photography guidelines, and shall bear the costs of the same, and PMC warrants that it owns all the Intellectual Property rights in such photography. We will have an unlimited royalty free, worldwide licence and be entitled to use such photography for any reason, in any medium, at our sole discretion.

4. PMC Obligations

4.1 PMC represents and warrants that it has been properly appointed and authorised by the Owner of each of the Properties to transact with third parties, such as TrustedStays and any Platform Partner, in all matters relating to the Properties, including but not limited to entering into this Agreement and renting each of the Properties to TrustedStays Customers. If requested by us, PMC will provide within 5 working days evidence of such authorisation and appointment.

4.2 PMC represents and warrants that each Eligible Property will comply with the Property Intake Process at clause 3 above and that all Properties featured on the TrustedStays Platform or via any Platform Partner shall at all times meet the TrustedStays Property Standards. Any issues with any Property notified by us must be rectified by the PMC in advance of the first Stay by a TrustedStays Customer and any future issues must be rectified prior to any subsequent stay. Failure to comply with this clause 4.2 could result in TrustedStays taking Remedial Action as per clause 4.5 below.

4.3 During the term of this Agreement, PMC attests that it shall at all times comply with the requirements of the TrustedStays Quality Accountability Programme including obtaining up to date Industry Accreditation prior to the Property Intake Process at clause 3 above and thereafter maintaining such Industry Accreditation at all times.

4.4 In the event PMC does not adhere to its obligations or breaches the requirements at clause 3 and 4 or fails to meet threshold scores in any area of the TrustedStays Quality Accountability Programme, we have the right, in our discretion to take immediate action, included, but not limited to the Remedial Actions set out below.

4.5 PMC shall at its sole discretion take any action ("**Remedial Action**") necessary to ensure compliance by the PMC of its obligations under this Agreement and in particular that all Property Listings on the TrustedStays Platform qualify as an Eligible Property (a) for the duration of their

listing on the TrustedStays Platform: and (b) while such Properties are rented to TrustedStays Customers. Therefore, PMC acknowledges and agrees that:

(a) Property Suspension. In the event that any Property Listing contains outdated information or is inaccurate or does not comply with the Applicable Law (including all Short-term Rental Regulations), or is determined by us to negatively impact TrustedStays or the TrustedStays Marks or that otherwise continuing to list the Property poses a risk to TrustedStays, and its business reputation, or the PMC fails to meet the threshold scores in any area of the TrustedStays Quality Accountability Programme, we may (at our sole discretion), with or without notice to PMC, remove the Property from the TrustedStays Platform; provided, that, when possible we will use reasonable efforts to provide PMC with prior notice. PMC may request that a Property be relisted on the TrustedStays Platform as an Eligible Property by resubmitting revised and accurate Property Information that brings the listing into compliance with the Applicable Law (including, the applicable Short-Term Rental Regulations), and cures all of our concerns about the listing negatively impacting TrustedStays' business reputation or until such time as PMC is able to remedy the non-compliance to our satisfaction. PMC shall be liable for all costs of relocating any Booking relating to a Property which has been suspended under this clause.

(b) Delist Property. In addition, PMC has the right to delist Properties that are not subject to a current Booking from the TrustedStays Platform under certain circumstances, including, renovations to a Property, revocation of the management, rental or license agreement with the owner of a Property, or failure of a Property to comply with Applicable Law. PMC shall be liable (a) for the costs of relocating any Booking and (b) a fee of £500 per Booking relating to a Property which has been delisted under this clause.

(c) Account suspension. We have the right to suspend PMC's use of the TrustedStays Platform on notice for any period or an indefinite period in our sole discretion, if (a) PMC has more than two breaches of this Agreement during a six-month period where a Property fails to maintain its status as an Eligible Property; (b) an Eligible Property receives more than two negative reviews (as judged reasonable in TrustedStays sole discretion) during a rolling 12-month period and the cause of such negative reviews cannot be promptly remediated; (c) PMC cancels more than two TrustedStays Customer Bookings within a six-month period due to circumstances within PMC's control (for example, a compliance failure); (d) PMC behaves in an inappropriate, illegal or unprofessional manner towards TrustedStays or any TrustedStays Customer; (e) PMC receives what we consider to be a serious or significant complaint by a TrustedStays Customer about its service; (f) PMC is found to be in violation of clause 16 Non Solicitation of this Agreement, or (g) in the event that continuing to permit PMC to use the TrustedStays Platform otherwise exposes TrustedStays' business reputation to risk.

4.6 PMC acknowledges and agrees that it is responsible for monitoring (on a regular basis) and complying with any changes to the Short-Term Rental Regulations. PMC shall provide us with written

notice of all material changes in Short-Term Rental Regulations that apply to Properties that PMC lists on the TrustedStays Platform within seven days of learning of such material change in a Short-Term Rental Regulation.

4.7 PMC shall provide us written notice within seven days of receiving:

(a) any fine, or charge for violating a Short-Term Rental Regulation for an Eligible Property (not including any minor fine or charge relating to refuse or parking or noise);

(b) notice of any investigation by a public agency or regulator of potential violation of a Short-Term Rental Regulation or other regulation or Applicable Law for an Eligible Property; and/or

(c) notice from any property owners' association, landlord or other third-party that may affect PMC's and/or TrustedStays' interests under this Agreement.

4.8 PMC shall be responsible for, and take all actions necessary to: (a) honour all Bookings made for a Property on the TrustedStays Platform for the time period of the Stay and pursuant to the Property Information, provided that the TrustedStays Customer has confirmed the Booking and has otherwise acted in compliance with the terms of the contract (if any) between PMC and the TrustedStays Customer; and (b) ensure that a Property booked through the TrustedStays Platform qualifies as an Eligible Property from the time the TrustedStays Customer checks into the Property through the duration of the TrustedStays Customer's Stay.

4.9 PMC is required to maintain an up-to-date calendar in the TrustedStays Platform outlining each Property's availability. All Bookings, whether made through TrustedStays or not (e.g. blocked for the Owner or PMC), must be entered in the TrustedStays Platform on a first-come, first-served basis. PMC is fully responsible for ensuring that the availability of a Property is accurately maintained. Unless prohibited by law, PMC will ensure that availability associated with each Eligible Property is all of the availability offered for that Property. Any exception must be agreed in writing by TrustedStays.

4.10 PMC will provide us with such details of its services and Property Information as we reasonably require to enable us to respond to enquiries received through the TrustedStays Platform. If any of the details provided change, it is the responsibility of PMC to update these in the TrustedStays Platform and notify us in writing. If PMC fails to update Property Information and we provide incorrect information to a TrustedStays Customer, then PMC will indemnify us in respect of any costs or expenses incurred as a result of this failure.

4.11 PMC covenants that each Property is maintained in excellent condition, is safe and hospitable and to ensure that all facilities, amenities, electronics and appliances remain in good working order for TrustedStays Customer's use during their Stay. PMC shall grant TrustedStays' representatives or any Accreditation provider's representatives access to the Property for the purposes of

conducting the inspections at a mutually agreed upon time.

4.12 We will provide PMC with a copy of the report generated from any Industry Accreditation quality inspection where it is provided to us. PMC will provide us with a copy of the report generated by any quality inspections they have procured. In the event that PMC or a Property fails the relevant quality inspection, PMC shall be given an opportunity to make necessary repairs/corrections. Should the Property fail the quality inspection conducted after the PMC has had the opportunity to make necessary repairs/corrections, the Property will be removed from the TrustedStays Platform and if PMC repeatedly fails inspections over a period of 3 months or its Accreditation is revoked, we have the ability to terminate this Agreement on notice in respect of the relevant Property or group of Properties.

4.13 PMC will be responsible for ensuring that the Property is thoroughly clean and prepared before and after each TrustedStays Customer's Stay, including the cost of such and in each case in accordance with applicable rental market standards, or as otherwise communicated by us to PMC.

4.14 PMC shall be liable for any costs or fees incurred due to an amendment being required to a Stay or a Booking as a result of any of the obligations in this clause 4 being breached by the PMC. TrustedStays shall have the right to set-off any amounts owing to it under this clause 4.13 from any Payments to the PMC under clause 5.3 below.

5. Payment

5.1 In exchange for providing the TrustedStays Platform, we will charge the TrustedStays Platform Fees on the Gross Booking Value plus any applicable taxes on the revenues generated from each TrustedStays Customer Booking at a Property.

5.2 We reserve the right to apply additional fees chargeable to TrustedStays Customers above and beyond the Booking Price including but not limited to customer services such as deposit waiver fees, airport transfers, cancellation charges, and Platform Partner and Strategic Partner fees which will be deducted prior to any payment to you, where applicable.

5.3 We will make payment of received funds minus the TrustedStays Platform Fees and any relevant Platform Partner fees or services in respect of a Gross Booking Value on a monthly payment cycle. Payment will be made for Bookings checking in during a month within 10 working days of the start of the subsequent month, except those Bookings of more than one month which will be paid on a monthly basis, pro-rated to the nights stayed in the applicable month.

5.4 No payment will be made to PMC where payment is not received by us or where a fraudulent booking is made, or payment is revoked by a chargeback. Where payments have already been made

and are subsequently subject to a chargeback, the PMC will reimburse us for the funds transferred. We will receive no fee in cases where there is no payment. TrustedStays and PMC will implement reasonable fraud prevention policies to reduce this risk.

5.5 We will distribute the Gross Booking Value paid by the TrustedStays Customer as follows:

(a) TrustedStays shall receive the TrustedStays Platform Fee based on the Gross Booking Value;

(b) Any Platform Partners shall also receive commissions based on the Gross Booking Value or other commission criteria pursuant to a separate service agreement between the Platform Partner and us or PMC ("Platform Operator Commission"). We will use reasonable endeavours to make available all rates and fees from Platform Partners to PMC on request;

(c) The Payment Facilitator shall receive its payment processing fee (e.g., credit card, PayPal, direct debit fees) ("Payment Processing Fee"). To the extent we are able to procure favourable interchange rates from the Payment Facilitator, we will work with the Payment Facilitator to pass the benefits of the reduced rate to PMC. For the avoidance of doubt, we do not guarantee that it will be able to procure favourable interchange rates from the Payment Facilitator or obtain the agreement of the Payment Facilitator to pass the benefits (if any) of the reduced interchange rate to PMC;

(d) Unless otherwise agreed by TrustedStays (acting in our sole discretion), PMC shall receive the remainder of the Gross Booking Value after the deduction of the TrustedStays Platform Fees, Platform Operator Commission, and Payment Processing Fee, less any refunds or credits issued to the TrustedStays Customer and less any other amounts owing by PMC to TrustedStays ("PMC Payment"). PMC acknowledges and agrees that it shall be solely responsible for remitting, and shall in fact remit, (a) any amounts owed to any Eligible Property Owner in connection with the rental of such Eligible Property; and (b) any applicable taxes to the proper taxation authority. For Bookings made via a Platform Partner, PMC may (at our sole discretion) be solely responsible for collecting and obtaining any amounts owed to it or the applicable Property by the TrustedStays Customer in relation to the Booking and remitting the TrustedStays Platform Fees and any Commission as per the Platform Partner's terms and conditions.

5.6 PMC acknowledges and agrees that TrustedStays, Platform Partners, the Payment Facilitator, and any Strategic Partners are not responsible for paying or remitting any taxes to tax authorities that are imposed directly on, or are the liability of, PMC pursuant to any Applicable Law.

5.7 PMC hereby consents to any credit checks that are required pursuant to this Agreement.

6. Pricing

6.1 PMC agrees that whilst we will provide the pricing tools, PMC will be responsible for setting the nightly rental rate and cleaning fee and length of stay parameters for each Property at an account level and accepts that Bookings will be made at those levels.

6.2 The Gross Booking Value paid by TrustedStays Customers will comprise the total of (a) the Property nightly rental rate multiplied with the length of Stay, (b) a cleaning fee where available (c) any applicable taxes. PMC will not be permitted to add any additional fees without our prior approval.

6.3 If Applicable Law is altered, amended or new Applicable Law comes into force such that you may not include applicable taxes in the Rate you will promptly, but no later than 5 (five) working days after the entering into force of such Applicable Law or amendment, notify us of the changes in writing; and be solely responsible for providing, and provide us with, details of all current taxes as part of the Property Information, including all changes and updates to them.

6.4 PMC will provide TrustedStays with a Rate for each Property when it goes live and update such Rate for the following year, failing which we will charge the existing Rate until the date on which updated Rates are provided. PMC hereby agrees to honour all Bookings made according to the Rate and agreed discount structures (where available and applied by the PMC) which may at times override the Rates in place at the time of the Booking.

7. Cancellation Policy

7.1 All payments made by TrustedStays Customer shall follow the applicable cancellation policy which the PMC will choose from the TrustedStays or Platform Partner cancellation policies.

7.2 To the extent the PMC cancels the Booking, then the PMC will use best endeavours to provide three relocation options for the TrustedStays Customer of similar or higher quality at no additional cost to the TrustedStays Customer or us. The TrustedStays Customer shall then be able to choose one of these or receive a full refund. Where there are any incurred costs or charges for cancellation, the PMC will be fully liable for any fees or charges related to cancellation, including costs to relocate to a more expensive property and fees related to managing the relocation process.

8. TrustedStays Customer Booking Procedures

8.1 For each Booking, the TrustedStays Customer will enter into the PMC's set of booking terms and conditions. The PMC is responsible for ensuring that TrustedStays Customers sign up to the PMC's booking agreements and terms and conditions at the time of Booking and at least prior to check-in.

We will not be liable if PMC accepts a TrustedStays Customer without receiving the required pre-check in details. In the event of any inconsistency between this Agreement and the PMC terms and conditions, this Agreement shall prevail.

9. Reservation Procedures, Enquiries and Instant Booking

9.1 PMC will provide us with Properties available for instant booking. Where instant booking is not available, the PMCs confirmation of availability on the TrustedStays Platform will be considered final for a minimum of 48 hours following a Customer enquiry. Prior to us confirming a Booking with a TrustedStays Customer pursuant to this clause, the following conditions will be met:

(a) Dates covered by the Booking show as “available” on the TrustedStays Platform at the time the Booking is created;

(b) PMC will see on the TrustedStays Platform when a pending reservation is created indicating that payment has been requested. We will be able to hold a property for 48 hours following an enquiry and before finalising the Booking. When funds have been received by us from the TrustedStays Customer, PMC will see the booking on the TrustedStays Platform and we will use reasonable endeavours to send an email notification to PMC indicating that the Booking has been confirmed;

(c) We will issue a Booking confirmation email to the TrustedStays Customer. PMC should check the status of any Booking on the TrustedStays Platform. A Booking which is confirmed on the Platform is deemed to be confirmed whether or not an email is received.

(d) We will provide to PMC invoice details of TrustedStays Customer booking amounts, tax, additional fees, discounts, commission, platform fees and net amounts due through access to the TrustedStays Platform or by the provision of financial statements.

9.2 We will manage all enquiries that originate from Platform Partners via the TrustedStays Platform. Where a TrustedStays Customer contacts PMC directly having originally found the Property on a platform on which the Property was advertised pursuant to this Agreement and makes a booking with PMC, the TrustedStays Commission will still be payable to us whether or not the Booking was completed on the TrustedStays Platform.

10. TrustedStays Customer Service

10.1 PMC will be the primary contact for TrustedStays Customer service requests throughout the duration of each Stay and will address any TrustedStays Customer enquiries or issues to the best of its ability.

10.2 Should PMC require assistance in addressing any TrustedStays Customer enquiry or issue

related to the Booking and reservation management (but not the pre, post, or in-stay experience), it will contact us, and we agree to respond in a timely manner.

11. Security Deposit

11.1 PMC may include security deposits as part of its pre-check in process. The security deposit for each Property shall be taken by PMC where applicable and will be obtained from the TrustedStays Customer by PMC prior to check-in and held against damage to the Property and its contents. TrustedStays shall have no responsibility for obtaining or requesting a security deposit from the Customer or for any liability relating to the PMC's decision to ask for a security deposit. A security deposit is not required from a TrustedStays Customer: (a) if TrustedStays has agreed with the PMC that no security deposit is required, or (b) if the TrustedStays Customer has provided a letter of guarantee to TrustedStays.

11.2 PMC will need to provide evidence within 24 hours following TrustedStays Customer check-out, and prior to check-in of new guests, of any deposit claims. PMC will assess any costs for repair or replacement and ensure that fair wear and tear has been taken into account as part of its responsibility. Where there is a claim that might damage the TrustedStays brand or company reputation, we have the ability to intervene on any such claim. PMC has full responsibility for managing any evidence for claims for deposits to platforms that manage deposits and resolving any disputes which may arise and will indemnify us for the cost of taking such action.

12. Lead Registration

12.1 TrustedStays Platform Fees will still be payable if a potential Customer first becomes aware of a Property or first contact with the potential Customer is made on any platform or medium that we manage in accordance with this Agreement.

12.2 Once a TrustedStays Customer Stay is complete, PMC will pay the TrustedStays Platform Fees on any future transactions related to that TrustedStays Customer or anyone in their party, even if they subsequently make an offline or direct booking with the PMC. This clause will survive termination of this Agreement (unless this Agreement is terminated due to material breach by us).

12.3 The PMC must declare and log any direct bookings received. We have the right to audit direct reservation details of PMC to verify the above.

13. Marks

13.1 TrustedStays hereby grants PMC a royalty-free, non-exclusive, non-transferable, non-

sublicensable, limited license to use the TrustedStays Marks solely in connection with the performance of its obligations under this Agreement. PMC's use of the TrustedStays Marks will be subject to the prior written authorisation and approval of TrustedStays. As between TrustedStays and PMC, TrustedStays owns exclusively all right, title and interest in, to and under the TrustedStays Marks.

13.2 PMC hereby grants us a royalty-free, non-exclusive, non-transferable, non-sublicensable, limited license to use the PMC Marks solely in connection with the performance of its obligations under this Agreement. Our use of the PMC Marks will be subject to the PMC's prior written authorisation and approval. As between PMC and us, PMC owns exclusively all right, title and interest in, to and under the PMC Marks.

13.3 Save as permitted by clause 13.1 above PMC acknowledges that TrustedStays owns all right, title and interest in the TrustedStays Marks. PMC shall immediately cease any use of TrustedStays Marks which is not approved by TrustedStays. Any approval granted by TrustedStays for use of the TrustedStays Marks is non-exclusive, temporary, may be withdrawn by TrustedStays in its sole discretion on prior written notice. PMC agrees not to claim any right, title or interest in the TrustedStays Marks. All use by PMC of the TrustedStays Marks and the goodwill generated shall benefit TrustedStays only. Upon expiration or termination of this Agreement, PMC shall (a) immediately cease any and all use of the TrustedStays Marks, and (b) not use any variation, permutation, or imitation of the TrustedStays Marks or any confusingly similar name, mark, designation or description. This clause 13.3 shall survive the termination or expiration of this Agreement.

14. Data Protection

14.1 All parties will comply with all requirements and obligations applicable to them under the Data Protection Legislation in respect of the processing of personal data. This clause 14.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, we are the Controller of the PMC's Personal Data. Please see the TrustedStays Privacy Policy [<https://www.trustedstays.co.uk/privacy-policy.pdf>] for further details of how we use and collect that data.

14.3 Insofar as the TrustedStays Customers make bookings through the TrustedStays website, the parties acknowledge that for the purposes of the Data Protection Legislation, the PMC is the Controller of the TrustedStays Customer Personal Data and we may be the Processor of the TrustedStays Customers' Personal Data which is collected and processed in relation to those bookings. In circumstances where we are the Processor, the TrustedStays Privacy Policy

[<https://www.trustedstays.co.uk/privacy-policy.pdf>] sets out the scope, nature and purpose of processing by us in relation to such Personal Data, the duration of the processing and the types of Personal Data and categories of Data Subject.

14.4 Without prejudice to the generality of clause 14, the PMC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the TrustedStays Customers' Personal Data to us for the duration and purposes of this agreement.

14.5 Without prejudice to the generality of clause 14, we shall, in relation to any of the TrustedStays Customers' Personal Data processed in connection with the performance by us of our obligations under this agreement:

(a) process that Personal Data only on the documented written instructions of the PMC unless we are required by Domestic Law to otherwise process that Personal Data. Where we are relying on Domestic Law as the basis for processing Personal Data, we shall promptly notify the PMC of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits us from so notifying the PMC;

(b) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) assist the PMC, at the PMC's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify the PMC without undue delay on becoming aware of a Personal Data Breach;

(f) at the written direction of the PMC, delete or return Personal Data and copies thereof to the PMC on termination of the agreement unless required by Domestic Law to store the Personal Data; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this clause.

14.6 The PMC consents to us appointing the third party processors set out in the TrustedStays Privacy Policy [<https://www.trustedstays.co.uk/privacy-policy.pdf>] as third-party processors of Personal Data under this Agreement. We confirm that we have entered or (as the case may be) will enter with the third-party processors into a written agreement incorporating terms which are substantially similar to those set out in this clause 14 and in either case which we confirm reflect and will continue to reflect the requirements of the Data Protection Legislation. As between us and the PMC, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 14 however, the PMC confirms that it has obtained consent from all Customers to the sharing of their Personal Data with all third party processors.

15. Confidentiality

15.1 “Confidential Information” shall mean any non-public information of one Party (the “Disclosing Party”) that is designated as confidential, or that the other Party (the “Receiving Party”) knew or reasonably should have known was confidential or proprietary because it derives independent value from not being generally known to the public. Without limiting the generality of the foregoing, Confidential Information, shall with respect to TrustedStays, include information identifying and regarding TrustedStays Customers, sales, marketing, personnel matters, or means of doing business, whether provided or learned from TrustedStays or its strategic partners; the terms and conditions of this Agreement shall be considered TrustedStays Confidential Information.

15.2 TrustedStays Confidential Information shall not include any information which:

(a) the Receiving Party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the Disclosing Party;

(b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of the Receiving Party;

(c) the Receiving Party has developed independently without reference to any Confidential Information; or

(d) the Receiving Party can demonstrate came into its possession from a third party other than a strategic partner who had a bona fide right to make such information available.

15.3 Except as provided herein, the Receiving Party will not at any time disclose to any person or use for its own benefit or the benefit of anyone, Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party shall limit disclosure of Confidential Information to its: (a) employees or agents or service providers who have a need to know related to the Parties’ business relationship; or (b) third party auditors or consultants who have a need to know

in order to perform their respective contractual obligations for the Receiving Party; provided that any person to whom Confidential Information may be disclosed under subsections (a) or (b) above are subject to a confidentiality agreement, or in the case of the Receiving Party's employees, confidentiality policies, that in either case protects the Confidential Information in a manner that is consistent with the terms of this clause 15.

15.4 Upon termination of this Agreement or upon the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party or destroy any and all such information in its possession or under its control, and any copies made thereof which the recipient of said information may have made, except as the Parties by prior express written permission have agreed to retain.

15.5 The Parties acknowledge that in the case of Confidential Information communicated through email or which has been scanned or otherwise stored electronically by the Receiving Party, the Receiving Party's deletion of (a) email messages from individual mailboxes or (b) documents from its network or individual hard drives will not result in the removal of all copies of such information from the Receiving Party's back-up or archival systems and any such retained Confidential Information shall remain subject to the obligations of confidentiality herein. Neither the Receiving Party's retention of archival copies nor failure to remove copies from its back-up or archival systems will be deemed a breach of this Agreement. The Receiving Party shall not be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorised agency of government; provided that, if available, five days' notice first be given to the Disclosing Party so a protective order, if appropriate, may be sought by the disclosing Party. The Receiving Party acknowledges and agrees that a breach of its obligations under this clause may cause harm to the Disclosing Property for which monetary damages are not a sufficient remedy. In such event the Receiving Party understands and agrees that the Disclosing Party shall be entitled to seek to obtain from a court of appropriate jurisdiction immediate injunctive or other equitable relief to which it may be entitled under the circumstances in addition to other remedies allowed under this Agreement and under applicable law.

15.6 Both PMC and TrustedStays agree to keep secret all information made available during the course of and in relation to their professional relationship, including but not limited to the contents of this Agreement, the business practices and billing structures of each Party, and details relating to all confirmed TrustedStays Customer Bookings.

15.7 Each party agrees to maintain as confidential all information transmitted, orally or in writing, between the parties and agrees not to disclose same without the prior written consent of the other party, unless required to do so by order of a court of competent jurisdiction.

16. Non-Solicitation

16.1 PMC acknowledges and agrees that it shall not solicit any TrustedStays Customers (or potential TrustedStays Customers that contact the PMC for an enquiry regarding, or for a reservation at, an Eligible Property) to complete a Booking either directly through the PMC or through any other distribution or reservation platform other than the TrustedStays Platform. Failure to comply with this clause 16.1 will give us the right to exercise (without limitation) the Remedial Actions set out in clause 4.5 of this Agreement.

16.2 Both PMC and TrustedStays agree to avoid directly or indirectly soliciting the TrustedStays Customers and Owners of each Property and employees of either Party for a period of 1 year following the execution of each relevant Booking, with a view to obtaining future business, unless an agreed cross- promotion is set up to promote the respective businesses and signed off by both PMC and TrustedStays.

16.3 Where a TrustedStays Customer books directly with PMC, irrespective of clause 16.2, TrustedStays Platform Fees will be payable on all such bookings, in perpetuity.

17. Liability

17.1 TrustedStays shall not be liable to the PMC for any special, indirect, incidental, consequential, exemplary or punitive damages or for any form of damages (even if advised of the possibility thereof) other than direct damages arising out of, or in connection with, this Agreement. Notwithstanding the foregoing, the limitations of liability in this Agreement shall not apply to limit: (a) PMC's indemnification obligations under this Agreement or (b) losses incurred by the other Party arising from fraud, gross negligence or wilful misconduct of the liable Party.

17.2 TrustedStays and its affiliated entities, shareholders, directors, officers, employees, agents and other third party representatives ("TrustedStays Affiliates") will not be liable to any party, including but not limited to the PMC, Property Owner or any affiliated entity, shareholder, director, officer, employee, agent or other third party representative thereof (collectively, "PMC Affiliates"), in connection with any loss, damage or injury to person or property suffered by a PMC Affiliate as a direct or indirect consequence of a TrustedStays Customer's Booking, occupation or use of any Property.

17.3 Subject always to clauses 17.1 and 17.2 above, TrustedStays' total aggregate liability howsoever arising under or in connection with our Agreement shall not exceed an amount equal to the TrustedStays Platform Fees in the 12-month period immediately preceding the first incident giving rise to any claim under our Agreement.

18. Warranties

18.1 All representations and warranties by PMC under this Agreement shall be given on the date of this Agreement and shall continue for the term of this Agreement. PMC shall promptly notify us in writing if any such representations and warranties become inaccurate or untrue at any time.

18.2 PMC agrees and warrants that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform its obligations under this Agreement and to provide short-term rental services. PMC further agrees and warrants that the short-term rental services provided by PMC under this Agreement will be provided as described in this Agreement, and will be performed in a timely, professional and workmanlike manner, consistent with or exceeding generally accepted industry practices and procedures used by leading property rental management companies.

18.3 PMC agrees and warrants that during the term of this Agreement (“Performance Warranty Period”), the short-term rental services of the Eligible Properties listed on the TrustedStays Platform and the Listings advertised to TrustedStays Customers on the TrustedStays Platform will conform in all material respects to the terms of this Agreement and the TrustedStays Property Standards.

18.4 PMC warrants that either:

(a) that PMC is the lawful owner, tenant, or licensee of all Eligible Properties that it lists on the TrustedStays Platform; or

(b) PMC has the legal authority to enter into this Agreement on behalf of the Owner, tenant(s) and/or licensee(s); and, in either case, PMC has all the necessary and unencumbered property rights in such Properties to rent them out as short-term rentals under this Agreement without violating any property, contractual, or other rights of third parties. PMC warrants that it has examined title (or its equivalent) for all Properties it posts on the TrustedStays Platform and there are no Real Estate Restrictions that prohibit or unreasonably encumber PMC’s ability to rent out such Properties for use as short-term rentals.

18.5 PMC agrees and warrants that any short-term rentals of its Properties facilitated by the TrustedStays Platform will not violate any Applicable Law, including, without limitation, any Short-Term Rental Regulations.

19. Disclaimers

19.1 TrustedStays Platform and Services are made available to you “AS IS” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability,

fitness for a particular purpose or non-infringement. TrustedStays Platform may contain technical inaccuracies or typographical errors. We reserve the right to make changes, corrections and/or improvements at any time without notice or liability.

20. Indemnification

20.1 PMC agrees to indemnify, defend and hold harmless TrustedStays and its Affiliates its respective officers, directors, employees, agents, successors, assigns, Platform Partners and Strategic Partners from any losses, fines, penalties, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees, disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) ("Losses") related to, arising from, or alleged to have arisen from, or in connection with any claims or threatened claims, civil, criminal, administrative, or investigative action or proceeding, demand, charge, action, cause of action or other proceeding related to:

- (a) the infringement by PMC of TrustedStays' or a third party's Intellectual Property rights;
- (b) the breach by PMC of its obligations under Clause 14 (Data Protection) or under the Data Protection Legislation;
- (c) PMC's use or disclosure of TrustedStays' confidential information (including but not limited to TrustedStays Customer data) in violation of this Agreement;
- (d) an investigation into, or a violation of, any Applicable Law, including, without limitation, Short-Term Rental Regulations, by PMC;
- (e) PMC's negligence, wilful misconduct or breach by PMC of any representation, warranty, or other obligation under this Agreement;
- (f) PMC's abandonment or termination of the short-term rental services to TrustedStays Customers without cause;
- (g) the condition of PMC's Properties where such condition would place PMC in breach of its obligations under this Agreement;
- (h) any issues of health and safety, and security related to PMC's Properties;
- (i) the correct and permitted use by TrustedStays Platform Partners or Strategic Partners of the Property Information and other content or materials provided to TrustedStays by PMC;
- (j) PMC's performance of, or failure to perform, the short-term rental services or any part thereof to TrustedStays Customers, or any failure to meet the representations made to TrustedStays Customers; and
- (k) any Intellectual Property infringement claim brought by a third party in relation to TrustedStays use of the Property Information.

This clause 20.1 shall not apply to damages, liability, claims, losses, and expenses to the extent caused solely by the negligence or fault of TrustedStays. This clause 20 shall survive the termination or expiration of this Agreement.

21. Revisions

21.1 TrustedStays reserves the right to change the TrustedStays Terms published on its web site or the TrustedStays Platform from time to time at its sole discretion. We will include a notice on the TrustedStays Platform when the Terms are changed. Your continued use of TrustedStays Platform after such revision constitutes your acceptance of the changes. Your use of the TrustedStays Platform will be subject to the most current version of the Terms posted at the time of such use. You should periodically check the most recent Terms to view the then-current terms.

22. Compliance with Laws

22.1 General Compliance. In addition to the above warranty, you represent, warrant and agree that you will at all times comply with all Applicable Laws, your performance under this Agreement, your rental and sale of the Property, and your business in general. You further specifically agree to comply with all Applicable Laws governing the collection, storage, use and processing of Personal Information and all applicable anti-bribery and/or anti-corruption Laws.

22.2 TrustedStays will also comply with all Applicable Laws relevant to our performance under this Agreement and to our business.

23. Insurance

23.1 PMC shall, at all times during the Term of this Agreement procure and maintain the following insurances and (unless stated otherwise) in such amounts as shall be sufficient to protect both TrustedStays and PMC from the relevant risks:

- a) Public liability insurance and such insurance to include but not be limited to theft of or damage to or against the property for £1,000,000 (one million pounds or the local equivalent) per event or series of connected events; **and**
- b) Such other insurances as are usually taken out by prudent operators in such amounts as shall be sufficient to protect both TrustedStays and PMC from relevant risks including (but without limitation) workmen's compensation, employers' liability or other insurance as may be required under applicable laws.

23.2 PMC shall furnish to TrustedStays satisfactory evidence of all insurance maintained by the PMC pursuant to Clause 23.1 prior to entering into this Agreement and as often as reasonably required during the Term.

24. Force Majeure

24.1 Both parties expressly disclaim liability for any actual or deemed breach of the terms of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations, if the delay or failure was due to Force Majeure.

24.2 TrustedStays Customer, acting reasonably, which is prevented from the safe and reasonable occupation of the property due to Force Majeure shall be responsible for notifying PMC of same, who will be required to provide a refund for any unused portion of the TrustedStays Customer's Booking to us, which we will subsequently refund such unused payments to the TrustedStays Customer.

25. Term

25.1 This Agreement shall commence on the date of signing and remain in effect for 1 year ("Initial Term"). Following the Initial Term, this Agreement will automatically continue unless either party gives ninety (90) days' written notice at any time of its intention to terminate the Agreement. ..

25.2 TrustedStays may terminate this Agreement at any time on ninety days' prior written notice without liability to PMC, except for payment to PMC of any payments due or becoming due from past or current bookings for Eligible Properties made through the TrustedStays Platform prior to such termination pursuant to this Agreement. Immediately upon receipt of such termination notice from TrustedStays, PMC shall cease posting its Properties on the TrustedStays Platform and TrustedStays shall have the right to remove any Properties listed on the TrustedStays Platform or via a Platform Partner.

25.3 TrustedStays shall have the right to terminate this Agreement, at its sole discretion, in the event PMC enters into an arrangement or series of arrangements resulting in a financial investment in, acquisition, merger, or change of ownership or control of PMC's business or any portion of PMC's business. PMC agrees to give TrustedStays notice within five days of receipt of interest by a third-party for a financial investment in, acquisition, merger, funding or any other event that may result in a whole or partial change of ownership or control of PMC business.

25.4 TrustedStays shall have the right to terminate this Agreement, at its sole discretion, in the event of:

(a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of PMC;

(b) the making of an application for an administration order or the making of an administration order in relation to PMC;

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to PMC;

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of PMC;

(e) the commencement of a voluntary winding-up in respect of PMC, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company;

(f) the making of a petition for a winding-up order or a winding up order in respect of PMC;

(g) the striking-off or PMC from the Register of Companies or the making of an application for PMC to be struck-off;

(h) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against PMC;

(i) any event occurs in relation to PMC that is analogous to those set out in clause 25.4(a) to (h) (inclusive) in any jurisdiction.

26. Governing Law

These Terms and the Services will be governed by English law.

27. Dispute Resolution

Any dispute arising out of or in connection with these Terms (including a dispute regarding the existence, or validity of these Terms) shall firstly be set out in writing and sent to us at queries@trustedstays.co.uk where the parties will attempt in good faith to negotiate an informal resolution to such dispute. Should such dispute not be resolved within 30 days, the parties agree to refer to mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution, London ("**CEDR**"), such mediation to be completed within 30 days of signature of the CEDR Mediation Agreement.

If the parties cannot agree on mediation, then the dispute shall be resolved by arbitration with seat (or legal place) in London, England conducted in the English language by a single arbitrator pursuant to the rules of the London Court of International Arbitration ("**LCIA**") (such arbitration to also be administered by the LCIA in accordance with those rules).

In any such arbitration, in the event of a declared public health emergency by either the World Health Organisation (the “**WHO**”) or a national Government, as a consequence of which it is inadvisable or prohibited for the parties and/or their legal representatives to travel to, or attend any hearing ordered by the tribunal, the following shall apply:

- i. any such hearing shall be held via video or telephone conference upon the order of the tribunal;
- ii. the parties agree that no objection shall be taken to the decision, order or award of the tribunal following any such hearing on the basis that the hearing was held by video or telephone conference; and
- iii. in exceptional circumstances only the tribunal shall have the discretion to order that a hearing shall be held in person, but only after full and thorough consideration of the prevailing guidance of the WHO and any relevant travel or social distancing restrictions or guidelines affecting the parties and/or their legal representatives and the implementation of appropriate mitigation.

28. General

28.1 PMC is prohibited from assigning any of its rights or obligations under this Agreement without our prior written consent. TrustedStays may at any time assign, charge, novate or otherwise dispose of this Agreement.

28.2 This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.

28.3 Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by TrustedStays and PMC, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

28.4 The **parties** are independent and are not partners or principal and agent and our Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither **party** shall have, nor shall represent that it has, any authority to make any commitments on the other **party**'s behalf.

28.5 No failure, delay or omission by either **party** in exercising any right, power or remedy provided by law or under our Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.6 Each **party** shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of our Agreement (and any documents referred to in it).

28.7 A person who is not a **party** to our Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

28.8 Each **party** represents and warrants to the other that it has the right, power and authority to enter into our Agreement and grant to the other the rights (if any) contemplated in our Agreement and to perform its obligations under our Agreement.