

Standard Terms & Conditions

As per 30th June 2026

This Agreement governs the use of the Supplier's Product as defined below by You, Your Authorised Users and Your End Clients. Specific Supplier's Products have their own Product Licence Agreements and those terms will be incorporated into this Agreement once accepted by You.

DEFINITIONS AND INTERPRETATION

In this Agreement (unless the context requires otherwise) words and phrases will have the following meaning:

"Affiliate" Means, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

"Agreement" Means the agreement between You and the Supplier which governs the relationship between the parties and the use of the Supplier's products comprised of these Standard Terms and Conditions and any applicable Product Licence Agreement and/or Order Form.

"Applicable Regulations" Means the Financial Services and Markets Act 2000, the Consumer Credit Act 1974, Data Protection Law, the MCOB regulations issued by the FCA and any other law, regulation or code applicable in the context to you or your business, as amended, updated, succeeded or replaced from time to time.

"Authorised Users" Means You and any of your authorised employees, agents and sub-contractors only whom you allow access to the Product(s) either directly or through your own systems or through any third party system that You may be using.

"Business Day" Means the time between 8am to 6pm on Monday to Friday, excluding all public holidays in England.

"Data Protection Law" Means the UK GDPR, the Data Protection Act 2018, and any other applicable data protection laws and regulations relating to privacy and data protection and any laws and regulations that replaces or amends any of these from time to time.

“End Clients” Means any customer of You or Your Authorised Users who may access, or be given access to the Product(s).

“Insights” Means the anonymised business insight data that provides aggregated and anonymised market information to the Supplier’s Customers to support them in better understanding market trends, product positioning and industry behaviours.

“Intellectual Property Rights” Means any and all intellectual and industrial property rights including without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, service marks, database rights, topography rights, commercial or confidential information, rights in computer software, database rights, know-how or trade secrets, and any other rights of a similar nature whether or not registered, and the right to apply for any of them, now or in the future, in any part of the world.

“Lenders” Means any provider of mortgages or other services that supplies Data or other services to the Supplier.

“Order Form” Means the order form accepted by You setting out the Supplier’s quotation and/or the commercial details of the Agreement.

“Personal Data” Has the meaning given in Data Protection Law.

“Processing” Has the meaning given in Data Protection Law (and Process and Processes shall be construed accordingly).

“Product” Means any and all of Supplier’s products, services and software, and any tool, calculator, table or data feed powered by or delivered by the Supplier and / or any Affiliates of the Supplier and as amended and updated from time to time.

“Product Data” Means data and results obtained from the use of Product(s) where such data has been obtained from Lenders.

“Product Licence Agreement” Means any supplemental terms and conditions applicable to Your use of specific Product(s), and incorporated into this Agreement once accepted by You.

“Supplier” Means Twenty7Tec Group Ltd (company number 08660235) of Suite A, 7th Floor Avalon, Oxford Road, Bournemouth, Dorset, BH8 8EZ; or such other Twenty7Tec Group Ltd Affiliate set out in the applicable Product Licence Agreement.

“UK GDPR” Means UK General Data Protection Regulation (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).

“Website”/“Systems” Means any website or proprietary system owned or operated by you covered by this Agreement where you deploy the Products.

“You”/“Your”/“Customer” Means the person or entity who has registered to use the Supplier’s Products and/or has entered into an agreement to use the Supplier’s Products. Where he or she is an individual or sole trader or, where he or she is an employee of a corporate body or partnership, both that person and his or her employer; and “Your” shall be construed accordingly.

In this Agreement, unless otherwise specified, a reference to:

- the singular includes the plural and vice versa and any gender includes the others;
- a person includes natural persons, firms, companies, corporations, states and associations wherever and however incorporated or established;
- legislation or a statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made under it;
- including, include, in particular or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms;
- days, months or years is to calendar days, months or years; and
- from means from and including when referring to periods.
- An obligation on You to do, or refrain from doing, any act or thing shall include an obligation on You to procure that the Authorised Users and End Clients also do, or refrain from doing, such act or thing and You shall be liable for all acts and omissions of the

Authorised Users and End Clients as if they were its own acts or omissions.

- Headings are for convenience only and shall not affect the interpretation of this Agreement.
- If there is any conflict or ambiguity between these Standard Terms and Conditions and any other document referred to in this Agreement they shall be applied in the following order of precedence:
 - first any applicable Product Licence Agreement;
 - then any addendums to the Product Licence Agreement;
 - then any applicable Order Form;
 - then the clauses of these Standard Terms and Conditions;
 - then any schedules to these Standard Terms and Conditions; and
 - lastly any other document referred to in this Agreement.

USE BY AND ACCESS TO THE PRODUCTS BY YOUR AUTHORISED USERS AND END CLIENTS

- Use of the Supplier's Products by You and your Authorised Users and End Clients will be strictly in accordance with the terms of this Agreement.
- You acknowledge and agree that the Supplier cannot guarantee the accuracy of any Product Data and nor can the Supplier assist You or your Authorised Users or End Clients with interpretation of the Product Data or give any legal, compliance or financial / investment advice.
- You and Your End Clients use the Product Data and the Supplier's Products at Your own risk, and You are responsible for ensuring that You comply with any Applicable Regulations in relation to financial advice.
- Where Product Data is provided by Lenders, the Supplier is not responsible for any errors, omissions or defects in such Product Data and the Supplier does not make any representations or give any warranties as to the accuracy or completeness of the Product Data. The Supplier do not check, monitor or endorse any third party products or services and You and Your Authorised Users and End Clients use this Product Data and the Supplier's Products at Your own risk.
- You must take all reasonable steps to prevent any unauthorised persons from using or accessing the Supplier's Products and Product Data. This

includes, but is not limited to, taking adequate security measures where appropriate for live passwords and logon details and ensuring that passwords and logon details are disabled when appropriate.

- The Supplier's Products may contain copyright or other trademark and legal notices and You may not obscure, tamper with or remove any such notices or reduce their prominence, except with the Supplier's prior written consent.
- You agree to pay any additional fees to the Supplier in relation to the development, customisation and integration and rollout of the Products to your Website/Systems.
- You acknowledge and agree that Your use of the Products may be subject to one or more separate Product Licence Agreements, and in such cases you will be required to enter into such Product Licence Agreement(s) prior to your use of the relevant Product(s). Where this is the case, this Agreement shall operate in conjunction with (and you shall be bound by) the relevant Product Licence Agreement in addition to these Standard Terms and Conditions, subject to the order of precedence set out at clause 1.5. Accordingly, to the extent applicable to Your receipt and use of the relevant Products, You shall, and shall procure that Your Authorised Users and End Clients shall, comply with any applicable Product Licence Agreement(s) at all times during the term of this Agreement.

YOUR OBLIGATIONS

You shall not (and shall procure that your Authorised Users and End Clients shall not):

- access or use the Products or Product Data for any unauthorised purposes, including but not limited to the provision of a data service, service bureau, times-sharing or other computer hosting services to any third party;
- make the Products or Product Data available to any party that is not expressly authorised to access the Products or Product Data under this Agreement;
- provide any information to any third party that is likely to constitute Intellectual Property Rights, confidential or proprietary knowledge of the Products;

- make any express statement, or otherwise lead any person to believe that You have any relationship or agency or partnership with the Supplier, other than as expressly set out in this Agreement;
- conduct or require that any other party conducts any load testing or penetration testing on the Products without the prior written consent of the Supplier;
- use the Products or Product Data in any way that is unlawful, illegal, fraudulent or harmful; or
- copy, reproduce, modify, translate, alter, decompile, manipulate, disassemble or reverse engineer the Product Data or the Supplier's Products or release them into the public domain (or allow anyone else to do these things).
- Where Product Data is provided by the Supplier's Products and such Product Data is displayed on your Website/Systems, You agree that you will display on said Website/System the logo of and link to the Supplier's Website at www.twenty7tec.com with the phrase 'data provided by'.

SUPPLIER'S OBLIGATIONS

If You discover any material error or defect in the Products, the Supplier will use reasonable endeavours to repair or replace the defective product or Product Data within forty-eight (48) hours of notification, of being informed.

Any problem with the Products or Product Data that is caused by events outside the Supplier's reasonable control (including but not limited to any problem caused by Your Website/Systems intra-operability with the Products and Product Data) will not be the Supplier's responsibility.

The Supplier will use reasonable endeavours to maintain accessibility to the Products and Product Data in accordance with this Agreement and to attempt to minimise interruptions or faults. However, the Supplier does not warrant that availability will be uninterrupted. You acknowledge that from time to time the Supplier may need to suspend availability temporarily in order to make modifications updates, repair or maintain the Products and Product Data or any associated technological infrastructure. The Supplier will attempt where possible to do this outside of 9:00am to 5:00pm on a Business Day.

The Supplier will use reasonable endeavours to remove any viruses or bugs discovered in the Products in accordance with good industry practice. However, the Supplier does not warrant that the Products and Product Data will be virus free. You agree that you are responsible for protecting Your business equipment and data from viruses or bugs.

Support services are provided by the Supplier during each Business Day only. The contact method for support requests is by telephone or e-mail, using the contact details shown on the Supplier's website (which the Supplier may update from time to time). The Supplier will make reasonable efforts to acknowledge and respond to all support requests within 2 hours of receipt.

AUDIT

You shall permit the Supplier or the Supplier's designated auditor to audit the Products in order to establish the name and password of each Authorised User and Your data processing facilities to audit compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice (save in the case of emergency), in such a manner as not to substantially interfere with Your normal conduct of business.

If any of the audits referred to in clause 5.1 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, You shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual.

If any of the audits referred to in clause 5.1 reveal that You have underpaid fees to the Supplier, then without prejudice to the Supplier's other rights, You shall pay to the Supplier an amount equal to such underpayment within 10 days of the date of the relevant audit.

FEES

The fees for the Products shall be set out in the applicable Product Licence Agreement(s) (the Fees).

You shall pay the Fees to the Supplier (as applicable) in accordance with the payment terms set out in this Agreement. All amounts payable by You under this Agreement are exclusive of amounts in respect of value added tax (VAT) chargeable at the prevailing rate. Where any taxable supply for VAT purposes is

made under this Agreement by the Supplier to You, You shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such VAT at the same time as payment is due.

SUSPENSION

The Supplier may suspend all or part of Your and/or any Authorised Users' or End Clients' access to the Products or Product Data under this Agreement if the Supplier determines that:

You, Your Authorised Users and/or End Clients are in actual or threatened breach of any obligation or restriction in this Agreement;

such access or use causes or, in the Supplier's reasonable opinion, poses a security risk or threat to a Product, the Supplier or any third party;

there is suspected unauthorised access to the Products or Product Data; or
the Supplier reasonably believes that immediate suspension is required to comply with any applicable laws.

The Supplier will lift any such suspension within a reasonable time of the circumstances giving rise to the suspension having been resolved.

Upon Your request the Supplier will, unless prohibited by applicable laws, notify You of the basis for the suspension within a reasonable period of time.

TERMINATION

Without affecting any other right or remedy available to it, either You or the Supplier may terminate this Agreement with immediate effect by giving written notice to the other party if:

the other party commits a material breach of any of these terms of this Agreement which is irremediable or (if such breach is remediable) has not been remedied within thirty (30) days of notice specifying the breach and requiring remedy;

the other party fails to pay any Fees due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment; or

the other party convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or for any other

composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, manager, administrator or other similar officer is appointed in respect of all or any part of the business or assets of either party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the business for the making of an administration order.

On termination of this Agreement for any reason and subject to the provisions of this Agreement :

all rights granted to You, your Authorised Users and End Clients to use the Products and Product Data will cease;

You, your Authorised Users and End Clients must immediately cease using the Products and Product Data;

You shall immediately pay to the Supplier any Fees or sums due to the Supplier under this Agreement;

You, your Authorised Users and End Clients shall promptly return (or, at the Supplier's option, destroy) any and all copies of software, documentation, Product Data or other content in relation to the Products provided or obtained under or in connection with this Agreement, and in the case of destruction, certify to the Supplier that it has done so.

If at any time during the Term, your Authorised Users or End Clients acts or omits to act in such a way as to cause You to be in breach of your obligations under this Agreement, the Supplier may, if such breach has not been remedied within thirty (30) days of the Supplier's written notice specifying the breach and requiring remedy by notice in writing, terminate the rights and licences granted under this Agreement.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any

breach of this Agreement which existed at or before the date of termination or expiry.

CONFIDENTIALITY AND PRIVACY

Each party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

DATA PROTECTION

The parties shall comply with all applicable requirements of Data Protection Law. To the extent that the Supplier Processes Personal Data on Your behalf, the data processing obligations shall be set out in the applicable Product Licence Agreement and the parties agree to comply with such provisions.

The Customer acknowledges that the Supplier may receive the Customer's Data both directly from the Customer and captured by the Supplier in the course of the Customer using the Product(s).

The Customer hereby grants to the Supplier a non-exclusive, sub-licensable, worldwide, royalty-free, irrevocable licence to use the Customer's Data provided by the Customer under this Agreement or captured by the Supplier in the course of the Customer using the Product(s) for the purpose of generating and distributing the Supplier's anonymised and aggregated business intelligence services ("Insights") to the Customer and to its other third party customers. In distributing such Insights, the Supplier shall ensure that the Insights are not capable of identifying the Customer or any of its customers.

The Customer hereby acknowledges and agrees that any and all Insights generated pursuant to this clause 10 (and the Intellectual Property Rights subsisting therein) shall be owned by the Supplier with full title guarantee and free from all third party encumbrances.

The Customer shall, promptly at the Supplier's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Supplier may from time to time require for the purpose of securing for the Supplier all right, title and interest in and to the Insights pursuant to clause 1.2 above.

INTELLECTUAL PROPERTY RIGHTS AND CLAIMS

You, by this Agreement, acquire no rights or licences whatsoever connected with the Intellectual Property Rights, proprietary technology, products, services and Product Data other than that explicitly set out in this Agreement and any applicable Specific Terms Agreement. You acknowledge that all Intellectual Property Rights in the Products belong and shall belong to the Supplier and/or its licensors, and You shall have no rights in or to the Products other than the right to use it in accordance with the terms of this Agreement.

LIABILITY

The Supplier cannot accept any obligation and do not make any representation in connection with the Products and Product Data except as explicitly set out in this Agreement.

Unless stated otherwise in any applicable Product Licence Agreement and except as expressly stated in clause 12.3 below:

The Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by You (or any Authorised User or other person claiming under or through the You), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

- loss of profits;
- loss of anticipated savings;

- loss of business opportunity;
- loss of goodwill; or
- loss or corruption of data.

the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise, arising under or in connection with this Agreement, to You shall in no circumstances exceed a sum equal to the Fees paid to the Supplier by You for the Products during the 12 month period preceding the event giving rise to such liability; and

You agree that, in entering into this Agreement, You did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if You did rely on any representations, whether written or oral, not expressly set out in this Agreement) that You shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

The exclusions in clause 12.2 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;

fraud or fraudulent misrepresentation;

breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

any other liability which may not be excluded by law.

FORCE MAJEURE

Neither shall be in breach of this Agreement nor liable for any failure to perform or delay in performing any of its obligations under this Agreement if such failure or delay result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for forty-five (45) days, the party not affected may terminate this Agreement by giving thirty (30) days' written notice to the affected party.

ANTI BRIBERY

You shall:

- comply with all applicable laws, regulations, codes, and sanctions relating to antibribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice, or conduct had been carried out in the UK;
- have and shall maintain in place throughout the term of this 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 and clause 14.1.2, and will enforce them where appropriate;
- promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the You in connection with the performance of this Agreement;
- immediately notify the Supplier (in writing) if a foreign public official becomes an officer or employee of Your organisation or acquires a direct or indirect interest in Your organization (and You warrant that it has no foreign public officials as officers or employees or direct or indirect owners at the date of this Agreement);
- within three months of the date of this Agreement, and annually thereafter, certify to the Supplier, clause 14.1.3.
- You shall ensure that any person associated with the Your organisation who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this clause 14. You shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Requirements and shall in all circumstances be directly liable to and indemnify and keep the Supplier fully and effectively indemnified in respect of any breach by such persons of any of the Relevant Requirements howsoever arising.

Breach of this clause 14 shall be deemed a material breach, which is irredeemable, under the termination clause in the Product Licence Agreements.

For the purpose of this clause 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 14 a person associated with You includes but is not limited to any subcontractor of the Your organisation.

The Supplier shall:

- comply with all applicable laws, regulations, codes and sanctions relating to bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice, or conduct had been carried out in the UK;
- have and shall maintain in place throughout the term of this 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 and clause 14, and will enforce them where appropriate;
- promptly report to You any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;
- immediately notify You (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers or employees or direct or indirect owners at the date of this Agreement);
- within three months of the date of this Agreement, and annually thereafter, certify to You, compliance with this clause 14 by the Supplier and all persons associated with it and all other persons for whom is responsible under clause 14 shall provide such supporting evidence of compliance as You may reasonably request.

The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 14. The Supplier shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Requirements and shall in all circumstances be directly liable to and indemnify and keep You fully and effectively indemnified in respect of any breach by such persons of any of the Relevant Requirements howsoever arising.

For the purpose of this clause 14, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 14 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

GENERAL

Notices

If either party need to give any notice under this Agreement then this must be done in writing (whether by letter, fax or e-mail) and shall be delivered by hand or by pre-paid first class post or next working day service, or sent by fax or email, to the addressee using the contact details set out in the notices provision in the Specific Terms Agreement or such other details as the party notifies to the other party in writing from time to time. Any such notice shall be deemed to be received if delivered by hand, on the day of delivery; if sent by pre-paid first-class post or next working day delivery service, on the second Business Day after posting; if sent by email, at the time of transmission; or if sent by fax, at 9:00am on the next Business Day after transmission. For the avoidance of doubt, any notice relating to legal proceedings or the threat of legal proceedings shall not be valid if sent by email.

Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England

and Wales are to have exclusive jurisdiction to settle any dispute or difference which may arise out of or in connection with this Agreement.

Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Severance

If any provision or part-provision of this 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 this Agreement. If any provision or part-provision of this Agreement is deemed deleted under clause 14.5 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.

Assignment

You shall not without the prior written consent of the Supplier, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under this Agreement.

The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

Third-party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

No partnership or agency

Nothing in this 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, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.