



Order Form

Helen Pye-Smith
BANK OF ENGLAND
Threadneedle Street
London
EC2R 8AH
United Kingdom

Bisi Sijuade
bisi.sijuade@infopro-digital.com

Order Date: 30/Jun/2025
Reference: Q-97702
Agreement Number: KA009235

Subscriber: BANK OF ENGLAND

Bill To Email: nicola.bache@bankofengland.co.uk

Services	Start Date	End Date	Licence Type
Risk Management	1/7/2025	30/6/2026	IP / Unlimited named user access
Central Banking Institute membership	1/7/2025	30/6/2026	IP / Unlimited named user access

Total Order Amount: **£ 78,520.00**

*Plus, any applicable sales taxes
All amounts are in GBP*

We will use your personal data in line with our privacy policy - <https://www.infopro-digital.com/data-protection/>
If you have any queries regarding our policy, please contact email.enquiries@infopro-digital.com

For Subscriptions Terms & Conditions please see bespoke terms below

Infopro Digital Services Limited and the Subscriber agree to this Order form and the Terms and Conditions, a copy of which is attached.

For the Customer:

Signed:

Signed by:

D47AD86FB587437...


Name: Michael Salib

Title: Deputy Secretary

Date: 15-07-25

For Infopro Digital Services Limited:

Signed:

Signed by:

57837AC48064489...

Name: Bisi Sijuade

Title: Head of Sales

Date: 15-07-25

Purchase Order / Insertion Order:

1. DEFINITIONS AND INTERPRETATION

You or Your: The person, firm, corporation or other organisation entering into this Agreement with us by accepting these terms. Where the context so requires, You or Your includes your relevant Authorised Users.

Us, We, or Our: Infopro Digital Services Limited, a company registered in England and Wales (company number 04699701).

Affiliates: in respect of any person to whom the term Affiliate refers a company, corporation or partnership or other business entity ("entity") which is directly or indirectly controlled by or under substantially common control with or controls (as the case may be) the person so referred to and for this purpose "control" means the power of an entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership, agreement or other document regulating the entity in question) that the entity's affairs are conducted in accordance with its wishes.

Agreement: the Order and these Terms and Conditions.

Authorised Users: those persons listed in the Order as having authority to access and/or use Publishing Services and/or the Benchmarking Services and/or the Training Services (as the case may be) or such other persons as are agreed by the parties from time to time.

Benchmarking Content: all text and images associated with, and supplied with the Data;

Benchmarking Services: as set out in the Order

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 7.

Content: the Digital Materials and Print Materials.

Data: the data supplied pursuant to the Benchmarking Services as further described in Clause 3.1.

Data Subjects: has the meaning given in Data Protection Laws.

Data Protection Laws: any applicable laws relating to the processing and/or use of Personal Data and privacy, as applicable to the parties and/or the Services, including (i) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 95/46/EC or Directive 2002/58/EC; and/or (ii) the General Data Protection Regulation (EU) 2016/679; (ii) any judicial or administrative interpretation of any of (i) and (ii) above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant data protection regulatory authorities.

Digital Materials: the electronic materials described more fully in the Order under 'Publishing Services'.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, performer's property rights, rights in computer software, database right, topography rights, rights in Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, these rights, and all similar or equivalent rights or forms of protection in any part of the world.

Membership Fee: The fee for right to receive the Services to be provided under this Agreement, as specified in our invoice relating to this Agreement.

Order: the order form completed and signed by the parties or other written confirmation setting out the particulars of the subscription We are to provide You.

Print Materials: the printed physical materials described more fully in the Order under 'Services'

Publishing Services: the provision of the Content as set out in the Order;

Services: the Publishing Services and/or the Benchmarking Services and/or the Training Services (as

the case may be)

Software: as defined in Clause 3.2(e).

Subscriber Data: The data input by You (and anyone authorised by you) for use in conjunction with the Content and/or Benchmarking Content.

Term: the period starting from the Start Date and expiring on the End Date as set out in the Order.

Training Services: as defined in Clause 4.1.

Website: as defined in Clause 3.1(b)

2. PROVISION OF PUBLISHING SERVICES

2.1 We authorise You and/or your relevant Authorised Users to use the Digital Materials and Print Materials specified in the Order on a non-exclusive basis for the Term unless terminated prior thereto in accordance with the terms of this Agreement.

2.2 You and/Your relevant relevant Authorised Users may:

Search, view, copy and print out a single copy of material containing Digital Materials for your own use provided that such copies are not made available to any person who is not a relevant Authorised User;

Access the Digital Materials while away from Your principal place of work.

copy the Print Materials for Your own internal use provided that such copies are not provided to any person who is not a relevant Authorised User

2.3 You shall not:

(a) Attempt to duplicate, modify, disclose or distribute any portion of the Digital Materials except as expressly permitted in this Agreement and for the avoidance of doubt You may not facilitate the making available of the Digital Materials to anyone who is not an Authorised User; or

(b) Host the Digital Materials (or any copy or copies thereof) on any server or other device or otherwise provide access to the Digital Materials (or any copy or copies thereof) except as expressly permitted in this Agreement; or

(c) Attempt to reproduce or distribute any portion of the Print Materials except as expressly permitted in this Agreement

2.4 You must take all steps necessary to ensure that relevant relevant Authorised Users comply with the terms of use of the Publishing Services in this Agreement and do not:

(a) copy, print out or otherwise reproduce any of the Content nor any material relating to part of the Publishing Services, except as permitted under this Agreement or authorised by us in writing;

(b) make any part of the Content or of the Publishing Services available to any third party other than the relevant Authorised Users, except as permitted under this Agreement or authorised by us in writing;

(c) Alter any part of the Content or Services; or

(d) Purport to assign or otherwise dispose of your rights under this Agreement.

2.5 You must use all reasonable endeavours to ensure that nobody other than relevant Authorised Users accesses the Content or Services using accounts created with Your username and password, including without limitation taking all necessary steps to ensure that no part of the Content or Services is accessible to an Authorised User after his or her employment by You ends. You will be required to co-operate with Our reasonable requirements from time to time in this regard.

2.6 You acknowledge and agree that We and our licensors own all intellectual property rights in the Content. Except as expressly stated to the contrary, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Content or any related documentation.

2.7 You are responsible for configuring your information technology, computer programs and platform in order to access the Services. Notwithstanding clause 5.2, you should use your own virus protection software.

2.8 In the event that You are unable to access the Digital Materials for a period exceeding 48 hours' duration You must inform Us no later than 7 days thereafter. We are unable to accept any liability in respect of loss and damage arising from any failure to comply with the foregoing requirement.

2.9 We reserve the right to suspend provision of the Publishing Services in the event that you fail to make payment of the Membership Fee in accordance with the relevant invoice. In the event such right is exercised provision of the Publishing Services shall be restored on our receipt of full payment of the outstanding Membership Fee.

2.10 We reserve the right to deploy analytics software to monitor the compliance of You and Your relevant Authorised Users with the terms of this Agreement.

3. BENCHMARKING SERVICES

3.1 We grant You a licence to access and use the Data and Benchmarking Content (including any Intellectual Property Rights therein) for the Term, subject to the terms set out below.

Data description: the Licensor's proprietary and encrypted database of central bank-related data and information hosted on the Website. For the avoidance of doubt, any other services requested by the Customer that are not set out in the Purchase Order may be supplied by the Supplier subject to such terms and conditions as the Supplier shall reasonably require.

Format of supply: The Data and Benchmarking Content will be made available to You by providing log-in and password details necessary to provide access on the relevant pages of Our proprietary website, the URL of which We shall provide You written confirmation ("the Website").

Licence scope: The licence is non-exclusive and includes the right to use any Intellectual Property Rights in the Data and Benchmarking Content where necessary or desirable for You to make use thereof in accordance with this Agreement. For the avoidance of doubt, the licence permits you to store electronic copies of the Data and Benchmarking Content in Your IT systems, to adapt the Data and Benchmarking Content and reincorporate such adaptations into new works provided that You attribute Us as the source of the Data and Benchmarking Content.

Licence transferability: You may not transfer or sub-licence this licence without Our prior written consent (such consent not to be unreasonably withheld or delayed).

Licensed use: The licensed Data and Benchmarking Content may only be used in connection with Your ordinary course of business and may not be reproduced, re-sold or distributed to third parties except as set out herein;

Except as expressly set out in this Agreement, no Intellectual Property Rights of either party in the Data or Benchmarking Content or otherwise are assigned or transferred except as expressly agreed in writing by the parties.

3.2 You may not do or permit or authorise the doing of any of the following acts in relation to the Data, Benchmarking Content or the Website:

use in a way that is unlawful;

use in connection with any material which contains computer viruses or spyware or malware of any description or with any material which is designed to adversely affect the operation of any computer hardware or software or any communications network;

copy, sell, rent, lend, lease, license, sub-license, distribute or in any other manner transfer or grant any rights to third parties; or

remove or modify any copyright or similar notices, or any of Our or any other person's branding, that the software used to support the Website and/or Data causes to be displayed when used; or attempt to circumvent or interfere with any security features of the software referred to in clause 3.2(d) above ("the Software"); or

decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software other than in the circumstances set out in clause 3.3.

3.3 If it is necessary for You to decompile the Software in order to create an independent program to allow the interoperability of the Software with other software, You must notify Us in writing in advance and request the provision of the information necessary to enable such interoperability. We may, but are not obliged to, provide such information and assistance to You as We consider appropriate.

3.4 You shall accept responsibility for configuring its information technology, computer programs and platform in order to access the Data and/or Benchmarking Content.

3.5 You may permit such of the relevant Authorised Users employed by Your Affiliates access to, and use of, the Data on the same terms as set out herein with the exception of this clause 3.5 provided that You shall remain responsible to Us for all acts and omissions of the relevant Authorised User that are not permitted herein.

3.6 Any advisory services offered and provided pursuant to the Benchmarking Services are done so on the basis that they are guidance only and are not to be construed as professional advice. We cannot accept responsibility for any decisions You take to rely on such guidance.

4. PROVISIONS OF TRAINING SERVICES

4.1 You agree to purchase and We agree to supply services for the development and delivery of training programmes and associated services, as set out in the Order Form or otherwise agreed in writing (the "Training Services"), subject to the terms and conditions of this Agreement. Both of Us shall agree the Training Services in writing prior to any work commencing.

4.2 You may request changes to the Training Services and We may also notify You if a change in Your arrangements or requirements constitutes such a request. All changes shall be agreed by both of Us in writing.

4.3 All intellectual property rights in documents, products, materials and designs We provide to You and generated in the provision of the Training Services (together the "Training Materials") shall be owned by Us.

4.4 Subject to the terms and conditions of this Agreement, We grant You, free of charge, a perpetual licence to use and adapt the Training Materials provided that You shall not be permitted to train any third parties using the Training Materials or sell or share the Training Materials to other third parties.

4.5 You may make copies of the Training Materials but only as many as are needed for their use in accordance with this Agreement. You must reproduce all copyright and other notices on the Training Materials.

4.6 You agree that:

You will not make the Training Materials available in any manner to non-relevant Authorised Users or other third parties, nor will You allow Your relevant Authorised Users to do so;
You and Your relevant Authorised Users will use the Training Materials for Your own internal business purposes only, and will not use the Training Materials to provide any services to third parties;
Neither You nor Your relevant Authorised Users will adapt, modify, improve, translate or create derivatives of the Training Materials for any purpose, unless You have Our express permission in writing; and

You and Your relevant Authorised Users will safeguard the Training Materials from theft or from access by any other persons (including commercial organisations).

4.7 We may deliver the Training Services ourselves or by Our subcontractors. We shall be fully liable for the acts and omissions of Our subcontractors in the performance of the Training Services.

4.8 You may postpone some or all of the Training Services once without charge provided that You give Us at least 28 days' notice in writing prior to the agreed delivery date and You agree revised delivery dates with Us in writing at the time. We will do Our best to accommodate any changes to timescales and dates that you need to make but if We receive Your notice of postponement within 28

days before the agreed delivery date, then We reserve the right to charge You up to 50% of the Membership Fees for the applicable Training Services.

4.9 If You postpone all or any of the Services more than once or if You postpone without agreeing revised delivery dates with Us, then We shall be entitled to regard such action as a cancellation of that part of the Training Services and You shall remain liable to pay Us the Fees and expenses attributable to the period during which such Training Services were provided prior to the date of the relevant cancellation on a pro rata basis.

4.10 You shall co-operate with Us in Our provision of the Services, including responding promptly to Us, using reasonable endeavours to provide Us with appropriate and accurate information and providing access to Your relevant Authorised Users and other personnel when reasonably requested.

5. OUR OBLIGATIONS

5.1 We represent and warrant that you will not infringe any third party intellectual property rights by using the Content and/or the Data and/or the Training Materials in accordance with the terms of this Agreement.

5.2 We will take reasonable steps to ensure that any data files we supply to you as part of the Publishing Services are virus-free.

5.3 We will use our best endeavours to ensure that Subscriber Data is maintained securely and is properly backed-up. In the event of any loss or damage to Subscriber Data, your sole and exclusive remedy shall be that we use our best endeavours to restore the lost or damaged Subscriber Data from the latest back up of such Subscriber Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Subscriber Data caused by any third party (except those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).

5.4 We will use our best endeavours to ensure that the Services are provided continuously and that access to the Website is not interrupted by any event within our control. We will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom business hours.

5.5 We shall undertake such maintenance of the Website and Data as We consider to be essential to ensure that functionality is not materially adversely affected.

5.6 We shall maintain the Data from time to time to remove any bugs or other malware ("Faults"). For the avoidance of doubt, such maintenance shall not include

the correction of Faults attributable to Your acts or omissions;
the correction of Faults arising from Your unauthorised use of the Data;
travel to Your premises
the Supply of updates attributable to Your upgrade of Your IT systems
Faults attributable to a failure of Your hardware, telecommunications network or electricity supply.

6. FEES

6.1 You shall pay the Membership Fees due in respect of the provision of the Services to Us in accordance with the terms of the Order and any applicable invoice. For the avoidance of doubt, time for payment of such fees shall be of the essence.

6.2 All sums due to Us under this Agreement are exclusive of VAT and shall be paid without deduction, set-off, counterclaim or withholding.

6.3 The provisions of this clause 6 shall remain in effect notwithstanding termination or expiry of this Agreement until the settlement of all subsisting claims previously identified by Us.

7. 7. CONFIDENTIALITY

7.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

Is or becomes publicly known other than through any act or omission of the receiving party; or
 Was in the other party's lawful possession before the disclosure; or
 Is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 Is independently developed by the receiving party, which independent development can be shown by written evidence; or
 Is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

7.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

7.3 Each party shall use its best endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed except in accordance with the terms of this Agreement.

7.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (except, in our case, those third parties sub-contracted by us to perform services related to Subscriber Data maintenance and back-up).

7.5 We acknowledge that the Subscriber Data is your Confidential Information.

7.6 This clause shall survive termination of this Agreement, however arising, by two years.

7.7 We acknowledge that You are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with You to enable You to comply with your relevant disclosure obligations. You shall be responsible, in your absolute discretion, for deciding whether any information is exempt from disclosure under FOIA and the Environmental Information Regulations.

7.8 In this Clause "FOIA" and "Environmental Information Regulations" means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 respectively and in each case any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issue by the Information Commissioner or relevant government department in relation to such legislations or regulations.

8. DATA PROTECTION

8.1 In this clause 8, the words 'processor', 'controller', 'data subject', 'personal data', 'processing' and 'personal data breach' shall have the meanings set out in Regulation (EU) 2016/679.

8.2 To the extent that We process personal data on Your behalf as a data processor, We shall:

process personal data only in accordance with Your instructions given under this Agreement;
 ensure that persons acting on Our behalf in the processing of personal data are under a contractual or statutory obligation of confidentiality.

8.3 We shall implement and maintain (and at all times comply with) appropriate technical and organisational measures in relation to the processing of personal data by Us:

such that the processing will meet the requirements of Data Protection Laws and ensure the protection of the rights of Data Subjects; and
 so as to ensure a level of security in respect of personal data processed by it that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Protected Data transmitted, stored or otherwise

processed.

8.4 We shall:

notify You without undue delay if We become aware of any personal data breach and, at Your request, provide the Sponsor with such information and assistance on such breach as You may reasonably require to fulfill Your obligations under Data Protection Laws;
refer to You any requests from Data Subjects for access to or rectification, erasure or blocking of personal data, and provide reasonable assistance to You, by implementing appropriate technical and organisational measures, for the fulfilment of such requests;
to the extent permitted by law, We shall notify You of any requests from data protection or law enforcement authorities in relation to the personal data;
at Your option, delete or return, the latter if technically and reasonably possible, the personal data after the end of the provision of the Services, unless retention of such data is required by any applicable law.

8.5 With reasonable advanced written notice and subject to third-party confidentiality obligations, You may, at Your expense, conduct or instruct a third party to conduct audits, including inspections to confirm Our compliance with this clause 8. Such audits will be reasonable in scope, will occur at mutually agreeable times, and will not unreasonably interfere with Our business operations.

8.6 You acknowledge and agree that We and/or Our Affiliates may continue to engage existing Affiliates and/or third party (sub)processors without (prior) written consent in accordance with the following:

We and/or Our Affiliates shall ensure that their obligations under this Agreement are incorporated in relevant agreements with their (sub)processors and shall remain responsible to You for their (sub)processors' compliance with such obligations.

We shall provide You with a list of current (sub)processors on request and notify You of any new (sub)processors engaged as appropriate.

In the event that You have reasonable objections to the engagement of a new (sub)processor, You shall notify Us in writing of such objections within 30 (thirty) days of Our notification in which case We may, at Our option, terminate this Agreement on written notice to You.

9. COMPLIANCE 9.1 Each party shall comply with the Bribery Act 2010;

9.2 Without limitation to Clause 9.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

9.3 In this Clause 9, the expression 'adequate procedures' will be construed in accordance with the Bribery Act 2010 and documents published under it.

9.4 Each party shall comply fully with the requirements of the Modern Slavery Act 2015.

10. TAX EVASION FACILITATION PREVENTION

10.1 For the purposes of this Clause 10:

the expressions 'Prevention Procedures', 'UK Tax Evasion Offence' and 'Foreign Tax Evasion Offence' will be construed in accordance with Part 3 of the Criminal Finances Act 2017 ('CFA 2017') and guidance published under it;

Corporate Failure to Prevent Offence means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction.

10.2 You will ensure that You will not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Us, of a:

Corporate Failure to Prevent Offence;
UK Tax Evasion Offence; or
Foreign Tax Evasion Offence
in connection with the performance of the Services and this Agreement.

10.3 You will not solicit or engage with or take steps to solicit or engage with any person associated with Us to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of the Services and this Agreement.

10.4 You will pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by You in connection with the provision of the Services and this Agreement.

10.5 Without prejudice to Clause 10.2, You shall comply with Our Prevention Procedures as notified to You from time to time.

10.6 You warrant and represent that you have not:

been investigated in connection with, or charged with having committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;
received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or
received any report (including a report from your auditors or any other person) or discovered any evidence suggesting that You have committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

10.7 You must immediately notify Us as soon as You become aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this Clause 10.

11. LIABILITY

11.1 This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

- (a) Any breach of this Agreement;
- (b) Any use made by you of the Services or any part of them; and
- (c) Any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this Agreement.

11.2 Except as expressly and specifically provided in this Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

11.3 Nothing in this Agreement excludes our liability:

- (a) for death or personal injury caused by Our negligence; or
- (b) for fraud or fraudulent misrepresentation.

11.4 Subject to clause 11.3 above:

each party shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and
each party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Services during the 12 months preceding the date on which the claim arose.

11.5 For the avoidance of doubt, nothing in this clause 10 shall limit Your liability for loss and damage occasioned by Your infringement of Our intellectual property rights.

11.5 Under this clause, our liability includes that of any Affiliate and our and their respective agents, employees and sub-contractors, you includes any other party claiming through you and loss or damage includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Services, whether under this Agreement or other agreement or in consequence of any misrepresentation, misstatement or tortious act or omission, including negligence.

11.6 We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

12. TERMINATION

12.1 This Agreement will terminate if you are in material breach of any of its terms and if the breach is not remedied within the period of fifteen working days after written notice of it has been given to you.

12.2 On termination of this Agreement for any reason:

All licences granted under this Agreement shall immediately terminate;

Subject to the exceptions in this sub-clause, you will take reasonable steps to delete the Materials from your electronic media, including your intranet and electronic storage devices so that you no longer have an electronically functional copy of any part of the Materials. You are not required to delete or destroy printouts containing Materials that were made prior to termination, or copies of such printouts;

We may destroy or otherwise dispose of any of the Subscriber Data in our possession unless we receive, no later than ten days after the effective date of the termination or expiry of this Agreement, a written request for the delivery to you of a print-out of the then most recent back-up of the Subscriber Data. We shall use reasonable endeavours to deliver the print-out to you within 30 days of receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by us in delivering such print-out.

12.3 Termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

13. GENERAL PROVISIONS

13.1 The rights provided under this Agreement are granted to you only, and shall not without our prior written consent be considered granted to any Affiliate of yours. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement.

13.2 We may not without Your prior written consent, assign, transfer or charge any of Our rights in this Agreement save in respect of Affiliates of Ours.

13.3 This Agreement is not intended to benefit anyone other than the parties to it and, in particular, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

13.4 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13.5 Any notice to be served pursuant to this Agreement shall be sent by email to the address You advise, or, in Our case to infopro@subscription.co.uk or such other address as We advise You from time to time.

13.6 This Agreement and the Membership Fee invoice constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of the Agreement shall be for breach of contract under the terms of this Agreement.

13.7 English law governs this Agreement and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of all claims (including non-contractual claims).

13.8 This Agreement may be executed by electronic signature. You hereby waive any and all rights to dispute the validity, legality or enforceability of such method of execution as evidence of the existence of legal relations pursuant to the Agreement for the purposes of proceedings issued in respect of any of its terms.