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1. **Miscellaneous**

1.1 [The Parties agree in this Agreement or in any other document communicated by any means by either Party to the other Party.]

referred to or set out either in this Agreement or in any other document communicated by any means by either Party to the other Party.]

OR

1.1 [The Parties agree in this Agreement or in any other document communicated by any means by either Party to the other Party, and are not of the effect of a waiver.]

referred to or set out in either in this Agreement or in any other document communicated by any means by either Party to the other Party, and are not agreed times or dates, and are not of the effect of a waiver.]

1.2 Each Party shall [perform] all such further deeds, documents and other provisions of this Agreement as may be necessary to carry the same into effect.

write, deliver, and perform all such further deeds, documents and other provisions of this Agreement as may be necessary to carry the same into effect.

1.3 Subject to any provisions to the contrary, each Party shall bear their own costs in connection with the negotiation, preparation, execution, and carrying out of this Agreement.

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1.4 [Except as required by the London Stock Exchange, neither Party shall require any other person to make any public announcement concerning any aspect of this Agreement or the performance of this Agreement by either Party to the other Party.]

requirements of the London Stock Exchange, neither Party shall make or procure or permit any other person to make any public announcement concerning any aspect of this Agreement or the performance of this Agreement by either Party to the other Party.]

1.5 This Agreement may be executed by one or more Parties to it on separate documents, each of which when so executed and taken together shall constitute one and the same instrument.

number of counterparts and by the Parties to it on separate documents, each of which when so executed and taken together shall constitute one and the same instrument.

1.6 Nothing in this Agreement shall constitute a partnership, joint venture or any other relationship between the Parties other than that expressly provided for in this Agreement.

shall not constitute a partnership, joint venture or any other relationship between the Parties other than that expressly provided for in this Agreement.

1.7 [Subject to the provisions of any separate agreement to which this Agreement refers, e.g., a data processing clause, this] **OR** [This] Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be amended or modified in any manner by any instrument in writing signed by any of the Parties.

Subject to any clause(s) which refer to any separate agreement to which this Agreement refers, e.g., a data processing clause, this] **OR** [This] Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be amended or modified in any manner by any instrument in writing signed by any of the Parties.

1.8 Each Party acknowledges that in entering into this Agreement, it does not rely on any representation or warranty, express or implied, by the other Party, except as expressly provided in this Agreement, and that the Parties intend that the Agreement shall be enforceable to the fullest extent permitted by law.

Each Party acknowledges that in entering into this Agreement, it does not rely on any representation or warranty, express or implied, by the other Party, except as expressly provided in this Agreement, and that the Parties intend that the Agreement shall be enforceable to the fullest extent permitted by law.

1.9 No failure or delay in the performance of any of its rights under this Agreement shall be deemed to constitute a waiver of any of those rights, and no waiver by either Party of a breach of this Agreement shall be deemed to constitute a waiver of any of those rights.

No failure or delay in the performance of any of its rights under this Agreement shall be deemed to constitute a waiver of any of those rights, and no waiver by either Party of a breach of this Agreement shall be deemed to constitute a waiver of any of those rights.

1.10 In the event that any provision of this Agreement is or are found to be unenforceable, that or those provisions shall nevertheless be valid and enforceable.

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