

By placing an Order and/or by using the Edubank Platform, the School acknowledges and agrees to the terms within the Order Form and this Agreement, and that the School will be bound by these terms.

THIS AGREEMENT is made on the Commencement Date.

#### Parties

- (1) **Harris Education & Co** incorporated and registered in Australia with ABI [40396769799] whose registered office is at 1004/14 Queens Rd, Melbourne, VIC. 3004. Australia (**EduBank**); and
- (2) The School whose details are set out in the Order Form (the **School**).

Each referred to as a 'party' and both referred to as the 'parties'. **Background**

- A. EduBank has developed a software application and platform which it makes available to schools as a motivational tool for pupils.
- B. The School wishes to use EduBank's application and platform.

### 1. Definitions and Interpretation

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- 1.1. In this agreement, unless the context otherwise requires, the following expressions have the following meanings:

#### **Business Day**

A day, other than a Saturday, Sunday or public holiday in:

- i) England, when banks in London are open for business; or
- ii) Australia when banks in Sydney are authorised by law to close.

#### **Charges**

the charges payable for the EduBank Platform as set out in the Order.

#### **Commencement Date**

is the date that the Order is accepted by Edubank .

#### **Confidential Information**

all data or information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with, this agreement, whether or not physically marked as 'confidential', and any information used in or relating to the business of the Company (including information relating to the Company's products (bought, manufactured, produced, distributed or sold), services (bought or supplied), operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs), and which are for the time being confidential to the Company.

#### **Data Processor**

shall have the meaning set out in the UK GDPR and Data Protection Act 2018.

<b>Data Protection Laws</b>	all applicable data protection and privacy legislation in force in the United Kingdom (and Australia) including (i) the GDPR to the extent that it forms local laws pursuant to Section 3 of the European Union (Withdrawal Act) 2018 ( <b>UK GDPR</b> ); (ii) the General Data Protection Regulation ((EU) 2016/679) ( <b>GDPR</b> ); (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and any amendments to these laws as updated from time to time.
<b>Data Protection Regulator</b>	means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.
<b>Data Subject</b>	shall have the meaning set out in the UK GDPR and Data Protection Act 2018.
<b>Documentation</b>	the document(s) made available to the School by EduBank online via [INSERT URL] or such other web address notified by EduBank to the School from time to time which sets out a description of the EduBank Platform and the user instructions.
<b>EduBank Platform</b>	means the online Software and applications provided by EduBank to the School and as further described [ <a href="https://edubank.co">https://edubank.co</a> ].
<b>EduBank Site</b>	means the EduBank website [ <a href="https://edubank.co">https://edubank.co</a> ].
<b>EU SCCs</b>	means the European Standard Contractual Clauses to be agreed in writing between the parties, if applicable (as set out in clause 9.2.4).
<b>Good Industry Practice</b>	means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances.
<b>Intellectual Property Rights</b>	copyright, patents, rights in confidential information, know-how, trade secrets, trade marks, trade names, design right, get-up, database rights, chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: <ul style="list-style-type: none"> <li>a. whether registered or not;</li> <li>b. including any applications to protect or register such rights;</li> <li>c. including all renewals and extensions of such rights or applications;</li> <li>d. whether vested, contingent or future; and wherever existing.</li> </ul>
<b>Initial Period</b>	shall have the meaning set out at clause 3.
<b>Order</b>	the order, as accepted by EduBank in accordance with clause 2.2.

<b>Order Form</b>	which may be completed by the School online via the Edubank Site or by the following sent via email to EduBank [info@edubank.co]:  <ol style="list-style-type: none"> <li>1. School name and address;</li> <li>2. Contact name and email;</li> <li>3. [Subscription and quantity required]</li> </ol>
<b>Personal Data</b>	shall have the meaning as defined under the UK GDPR and Data Protection Act 2018.
<b>Personal Data Breach</b>	shall have the meaning set out in Article 4 of the UK GDPR.
<b>Pupil Data</b>	shall mean the Personal Data of pupils who attend the School.
<b>Renewal Period</b>	shall have the meaning set out at clause 3.
<b>School Data</b>	the data input by the School into the EduBank Platform or otherwise provided to EduBank as part of the School's use of EduBank Platform.
<b>School Personal Data</b>	any Pupil Data or Teacher Data, or any other Personal Data uploaded to the EduBank Platform by the School or provided to EduBank for processing on behalf of the School, which shall include the Pupil Data and the Teacher Data.
<b>Teacher Data</b>	shall mean the Personal Data of teachers engaged by the School.
<b>User Subscriptions</b>	the user subscriptions purchased by the School to enable the School's staff to access and use the EduBank Platform and Documentation in accordance with this agreement, as set out in the Order.
<b>UK IDTA</b>	means the United Kingdom International Data Transfer Agreement to be agreed in writing between the parties, if applicable (as set out in clause 9.2.4).
<b>Virus</b>	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
<b>Vulnerability</b>	a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2. Clause headings shall not affect the interpretation of this agreement.

- 1.3. References to persons include individuals, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees.
- 1.4. The words include, includes and including are deemed to be followed by the words 'without limitation'.
- 1.5. Reference to writing or written includes e-mail.

## 2. Order Process

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- 2.1. The School shall place an order via the Order Form (which may include placing an order by email).
- 2.2. The Order will be deemed accepted when EduBank sends written acceptance of the Order Form or provides access to the EduBank Platform to the School on the basis set out in the Order Form. When EduBank sends the acceptance email or provides access to the EduBank Platform, a formal contract between EduBank and the School will be created, the terms of which shall be as set out in the Order and this Agreement. If there is any inconsistency between the terms in the Order and this Agreement, the Order will take precedence. Where Edubank cannot accept the terms precisely as set out in the Order Form, the Order will be deemed accepted when both parties have agreed the terms of the Order in writing.
- 2.3. Where an Order is made, the School confirms acceptance of the terms set out in this Agreement and the Order and that it agrees to comply with these terms.
- 2.4. EduBank reserves the right to accept or reject any offer at its sole discretion. EduBank will notify the School as soon as possible where it is unable to accept the offer.

## 3. Contract Term

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- 3.1. This agreement shall, unless otherwise terminated as provided in Clause 12, commence on the Commencement Date and shall continue for the Initial Period of [12 months]. Following the Initial Period, this agreement shall be automatically renewed for successive periods of [12 months] (each a **Renewal Period**), unless otherwise terminated in accordance with the provisions of this agreement.

## 4. Use of the EduBank Platform

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- 4.1. Under Clause 4.2, EduBank hereby grants to the School a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the School to use the EduBank Platform during the Contract Term in accordance with the Documentation.
- 4.2. EduBank shall provide the EduBank Platform to the School in accordance with the Documentation and the number of User Subscriptions purchased by the School.
- 4.3. In relation to the User Subscriptions, the School undertakes that:
  - 4.3.1. the number of people using the EduBank Platform on behalf of the School shall not exceed the number of User Subscriptions purchased from time to time and it shall not allow one user to share a User Subscription with any other users;
  - 4.3.2. each user of the EduBank Platform shall keep a secure password for their use of the EduBank Platform and;

- 4.3.3. it shall not access, store, distribute or transmit Viruses or any harmful or illegal material during the course of its use of the EduBank Platform.
- 4.4. The School shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
- 4.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the EduBank Platform and/or Documentation (as applicable) in any form or media or by any means;
- 4.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form for all or any part of the EduBank Platform;
- 4.4.3. access all or any part of the EduBank Platform and Documentation in order to build a product or service which competes with the EduBank Platform;
- 4.4.4. attempt to obtain, or assist third parties in obtaining, access to the EduBank Platform and/or Documentation, other than as provided under this Clause 4; or
- 4.4.5. introduce or permit the introduction of any Virus or Vulnerability into EduBank's network and information systems.
- 4.5. The School shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the EduBank Platform and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify EduBank.
- 4.6. The rights provided under this Clause 4 are granted to the School only and shall not be considered granted to any subsidiary or holding company or other affiliate of the School.
- 4.7. If the School wishes to purchase additional User Subscriptions during the Contract Term, the School shall submit an additional Order to EduBank in writing. If EduBank accepts the Order, it shall activate the additional User Subscriptions within [7] days of the School's request.
- 4.8. The School shall, within 30 days of the date of EduBank's invoice, pay to EduBank the Charges for such additional User Subscriptions and, if such additional User Subscriptions are purchased by the School part way through the Initial Period or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by EduBank for the remainder of the Initial Period or then current Renewal Period (as applicable).

## **5. EduBank Obligations**

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- 5.1. EduBank undertakes that the EduBank Platform will be provided with reasonable skill and care and shall in material respects comply with the Documentation.
- 5.2. EduBank warrants that it has and will maintain all licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 5.3. EduBank does not warrant that:
- 5.3.1. the School's use of the EduBank Platform will be uninterrupted or error-free;
- 5.3.2. that the EduBank Platform, Documentation and/or the information obtained by the School through the EduBank Platform will meet the School's requirements;
- 5.3.3. the EduBank Platform will be free from Vulnerabilities or Viruses.

- 5.4. EduBank shall, during the Contract Term, provide the EduBank Platform and make available the Documentation to the School on and subject to the terms of this agreement.
- 5.5. EduBank is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the School acknowledges that the EduBank Platform and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## **6. School Obligations**

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- 6.1. The School shall:
  - 6.1.1. co-operate with EduBank as necessary under this agreement including providing all necessary information to allow EduBank to provide the EduBank Platform including the School Data and security access information;
  - 6.1.2. carry out all School responsibilities set out in this agreement in a timely and efficient manner;
  - 6.1.3. ensure that all users comply with the terms and conditions of this agreement;
  - 6.1.4. ensure that its network and systems comply with the relevant specifications provided by EduBank from time to time; and
  - 6.1.5. be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the internet.
- 6.2. The School shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such School Data.
- 6.3. To the maximum extent permitted by law, EduBank shall not be liable for any breach, delay or default in the performance of this agreement to the extent the breach, delay or default arises from any breach of this agreement by the School.

## **7. Charges and Payment**

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- 7.1. The School shall pay the Charges to EduBank for the EduBank Platform in accordance with this Clause 7 and the Order.
- 7.2. EduBank shall invoice the School:
  - 7.2.1. on the Commencement Date for the Charges payable in respect of the Initial Period; and
  - 7.2.2. subject to Clause 7.1, at least 30 days prior to each anniversary of the Commencement Date for the Charges payable in respect of the next Renewal Period;and the School shall pay each invoice within 30 days after the date of such invoice.
- 7.3. If EduBank does not receive payment on or before the due date:
  - 7.3.1. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment; and

- 7.3.2. EduBank may, without liability to the School, disable the School's passwords, accounts and access to all or part of the EduBank Platform for the period of time where any unpaid invoices remain unpaid.
- 7.4. All amounts and fees stated or referred to in this agreement:
- 7.4.1. shall be payable in pounds sterling (or Australian Dollars); and
- 7.4.2. are exclusive of value added tax, which shall be added to EduBank's invoice(s) at the appropriate rate.
- 7.5. EduBank shall be entitled to increase the Charges at the start of each Renewal Period upon 90 days' prior notice to the School and the Order shall be deemed to have been amended accordingly.

## **8. Intellectual Property Rights**

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- 8.1. The School acknowledges and agrees that EduBank and/or its licensors own all intellectual property rights in the EduBank Platform and the Documentation. Except as expressly stated in this agreement, this agreement does not grant the School any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the EduBank Platform or the Documentation.
- 8.2. EduBank confirms that it has all the rights in relation to the EduBank Platform and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 8.3. EduBank acknowledges and agrees that the School and/or its licensors own all intellectual property rights in the School Data. Except as expressly stated in this agreement, this agreement does not grant EduBank any rights to, under or in, any patents or copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the School's intellectual property rights.
- 8.4. The School acknowledges and provides EduBank with permission to use the School's trade mark or tradename on EduBank's website or on any marketing materials.

## **9. Data Protection**

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- 9.1. The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing School Personal Data in connection with this agreement. In particular, the School shall ensure, and hereby confirms to EduBank, that it has full authority and a valid legal basis for processing the Pupil Data.
- 9.2. To the extent EduBank receives School Personal Data, and/or processes any School Personal Data on behalf of the School, EduBank shall be a Data Processor in respect of such School Personal Data and shall:
- 9.2.1. process such School Personal Data only to provide the EduBank Platform and otherwise to comply with its obligations hereunder, or on the School's other documented instructions from time to time;
- 9.2.2. ensure that its personnel who have access to such Personal Data are committed to binding obligations of confidentiality when processing such Personal Data;

- 9.2.3. implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such School Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access. EduBank's security measures are set out at [<https://edubank.co/terms>], and the School hereby confirms that it considers these to be appropriate;
  - 9.2.4. not transfer such School Personal Data outside Australia and the United Kingdom, European Economic Area and/or the jurisdiction in which the School is located, without the prior written consent of the School;
  - 9.2.5. inform the School without undue delay if any such School Personal Data is (while within EduBank's or its subcontractors' or affiliates' possession or control) subject to a Personal Data Breach or is otherwise lost or destroyed or becomes damaged, corrupted or unusable;
  - 9.2.6. at the School's sole option, return or irretrievably delete all such School Personal Data on termination or expiry of this agreement, and not make any further use of such School Personal Data;
  - 9.2.7. provide to the School and any Data Protection Regulator such information and assistance to the School and/or a Data Protection Regulator as is reasonably required to demonstrate or ensure compliance by the School (to the extent that such compliance relates to the School's use of the EduBank Platform) with the obligations in this Schedule and/or the Data Protection Laws, including its obligations under Article 32 to 36 of the GDPR;
  - 9.2.8. notify the School within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data in connection with the EduBank Platform;
  - 9.2.9. provide the School with such co-operation and assistance as may reasonably be required in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data in connection with the EduBank Platform; and
  - 9.2.10. not disclose any Personal Data to any Data Subject other than at the written request of the School or as expressly provided for in this agreement.
- 9.3. The School hereby gives EduBank a general consent to engage sub-processors to process the School Personal Data. EduBank shall make details of its sub-processors available to the School on the Website (a full list of EduBank sub - processors can be found at [<https://edubank.co/terms>]). Where EduBank intends to add a new sub-processor it shall make details of such new sub-processor available on the Website at least 30 days (**Sub-processor Notice Period**) before transferring any School Personal Data to a new sub-processor. School shall notify EduBank during the Sub-processor Notice Period if it objects to the new sub-processor. If the School does not object to the sub-processor during the Sub-processor Notice Period, the School shall be deemed to have accepted the sub-processor. If the School has raised a reasonable objection to the new sub-processor, and the parties have failed to agree on a solution within the Sub-Processor Notice Period time EduBank shall not transfer any Shopper Data to the sub-processor.



- 9.4. EduBank shall enter into appropriate written agreements with all of its sub-processors on terms substantially similar to this clause 9, including without limitation the School's right to conduct audits at the sub-processor, or ensure that the sub-processor will conduct audits using external auditors at least once per year. EduBank shall remain fully liable to the School for the performance or non-performance of the sub-processor's obligations.
- 9.5. Subject to clause 9.6, and any alternative arrangements entered into in accordance with clause 9.4, at the School's request and provided that the School shall enter into appropriate confidentiality agreements (as reasonably required by EduBank), EduBank shall permit the School or its representatives to access any relevant premises, personnel or records of EduBank on reasonable notice to audit and otherwise verify compliance with its obligations under this clause 8.
- 9.6. EduBank shall only be required to permit the School or its representatives to access any relevant premises, personnel or records of EduBank pursuant to clause 9.5:
- 9.6.1. once in any calendar year; or
- 9.6.2. in the event that the School knows or has reasonable grounds to suspect that Personal Data which is processed by EduBank pursuant to the agreement is subject to a Personal Data Breach or is otherwise lost or destroyed or becomes damaged, corrupted or unusable.
- 9.7. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 9.8. Throughout the Contract Term and for 30 days following the end of the Contract Term, EduBank shall provide the School Personal Data to the School in a reasonable electronic form, within a reasonable time of receiving written notice from the School to do so. EduBank will delete all School Personal Data 30 days after termination of this agreement and shall not process any School Personal Data on behalf of the School following that date.

## **10. Confidentiality**

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- 10.1. Each party undertakes that it will not at any time during this agreement, and for a period of five (5) years after termination of this agreement, disclose to any person any Confidential Information belonging to the other party except as permitted by Clause 10.4.
- 10.2. The School acknowledges that details of the EduBank Platform, and the results of any performance tests of the EduBank Platform, constitute EduBank's Confidential Information.
- 10.3. EduBank acknowledges that the School Data is the Confidential Information of the School.
- 10.4. Each party may disclose the other party's Confidential Information:

- 10.4.1. to those of its employees, officers, representatives or advisers (collectively, its **Representatives**) who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party will ensure that its Representatives to whom it discloses the other party's Confidential Information are aware of that party's obligations under this Clause 10. Each party will ensure that its Representatives are bound by confidentiality obligations no less restrictive than those set forth herein and shall regardless be liable for any acts of its Representatives in this regard; and
- 10.4.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.5. No party will use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## **11. Limitation Of Liability**

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- 11.1. Except as expressly and specifically provided in this agreement:
  - 11.1.1. the School assumes sole responsibility for results obtained from the use of the EduBank Platform by the School, and for conclusions drawn from such use;
  - 11.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
  - 11.1.3. the EduBank Platform and the Documentation are provided to the School on an "as is" basis.
- 11.2. Neither party excludes nor limits any liability for:
  - 11.2.1. personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a party or its employees;
  - 11.2.2. fraud or fraudulent misrepresentation; or
  - 11.2.3. any other liability to the extent it cannot be excluded or limited by law.
- 11.3. In addition to Clause 11.1 and Clause 11.2, EduBank shall not be liable, whether in tort (including for negligence), contract, misrepresentation, restitution, breach of statutory duty or otherwise for any loss of profits, loss of business, loss of anticipated savings, depletion of goodwill and/or similar losses; loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses; however arising under this agreement.
- 11.4. EduBank's total aggregate liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Charges paid to EduBank during the 12 months immediately preceding the date on which the claim arose.

## **12. Termination**

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- 12.1. Either party may without prejudice to its other rights and remedies by notice in writing to the other party immediately terminate this agreement if the other:

- 12.1.1. fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
  - 12.1.2. is in material breach of any of its obligations under this agreement and if that breach is capable of remedy and the other has failed to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach.
- 12.2. In the event of termination of this agreement for any reason:
- 12.2.1. all licences granted under this agreement shall immediately terminate and the School shall immediately cease all use of the EduBank Platform and/or the Documentation; and
  - 12.2.2. each party will within seven (7) days of such termination return (or, at the other party's option, destroy) all the other party's Confidential Information in its possession or under its control and all copies of such information.

### 13. General Terms

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- 13.1. Costs: Each party is responsible for its legal and other costs in relation to the preparation and performance of this agreement.
- 13.2. Survival of terms: The parties intend the following terms to survive termination: clause 6 (to the extent of any unpaid obligations); clause 8; clause 10; and clause 11, clause 12.2 and all clauses required for their interpretation.
- 13.3. Relationship of the parties: The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any other relationship of trust to each other.
- 13.4. Third party rights: For the purposes of the Contracts (Rights of Third Parties) Act 1999, this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. However, this does not affect any rights or remedy of such a person that exists or is available apart from that Act.
- 13.5. Assignment and other dealings: No party may assign, subcontract or encumber any right or obligation under this agreement, in whole or in part, without the other party's prior written consent or except as expressly permitted in this agreement.
- 13.6. Entire agreement: This agreement contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this agreement. Each party acknowledges that it has not relied on, and will have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 13.7. Variation: No amendment or variation of this agreement will be valid unless agreed in writing by an authorised signatory of each party.
- 13.8. Severability: If any clause in this agreement (or part thereof) is or becomes illegal, invalid or unenforceable under applicable law, but would be legal, valid and enforceable if the clause or some part of it was deleted or modified (or the duration of the relevant clause reduced), the relevant clause (or part thereof) will apply with such deletion or modification as may be required to make it legal, valid and enforceable, and the parties will promptly and in good faith seek to negotiate a replacement provision consistent with the original intent of this agreement as soon as possible.

- 13.9. Waiver: No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 13.10. Notices: Notices under this agreement must be in writing and sent to the other party's registered office or sent via email to [info@edubank.co] for EduBank and [enter email address] for the School.
- 13.11. Counterparts: This agreement may be signed in any number of counterparts and by the parties on separate counterparts, each of which when signed and dated will be an original, and such counterparts taken together will constitute one and the same agreement. This agreement will not be effective until each party has signed one counterpart.
- 13.12. Governing law and jurisdiction: This agreement is governed by the law of England and Wales. All disputes under this agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.