

## CUSTOMER TERMS FOR THE CUSTRAN DECLARATION SERVICE

This document sets out the terms and conditions (the “**Agreement**”) in relation to the Custran Customs Declaration Service that Custran provides for use by the Customer of these Customs Services. These terms and conditions set forth the terms and conditions and thereby the legal agreement that applies to you in availing of the Custran Services. They govern your use of all websites, devices or mobile applications that we operate and the services we provide to you through our platform. We will provide a copy of these terms and conditions to you in writing and / or by email, together with all materials referred to in it, when you become a Customer, or at any other time upon request. You must accept these terms and conditions on becoming a Customer, and agree to be bound by the terms and conditions of this Agreement, as they may be amended from time to time in the future. If you do not agree to these terms and conditions then you may not use the services.

### 1. Definitions

The following words and expressions have the following meanings in these Terms:

**Business Day** means any day other than a Saturday, Sunday or bank or public holiday.

**Charges** mean the charges payable by the Customer in respect of the Customs Services and which are set out at clause 15 and the schedule to these terms.

**Conditions** means these terms and conditions as amended from time to time in accordance with clause 19;

**Confidential Information** has the meaning set out in clause 22(2).

**Contract** means the contract between Custran and the Customer for the supply of Custran Services in accordance with these Conditions

**Customer** means the person or legal entity who purchases Custran Customs Declaration Services via the Custran Service and who has agreed to enter into an Agreement with Custran for these services according to the clauses described in these Terms.

**Custran** means Freight Station Limited, a company registered in Ireland under Certificate Number 597199;

**Custran Customs Declaration Service** means all the services provided by Freight Station Limited under the description of “Custran” as detailed in clause 4;

**Custran Service** means the Custran Customs Declaration Service.

**Declaration** means the customs declaration either created by the Customer and submitted by the Customer to Custran via the Online System;

**DP Legislation** means the General Data Protection Regulation (EU 2016/679) (“**GDPR**”), the Data Protection Act 2018 and any legislation which amends, re-enacts or replaces these legal instruments from time to time. The definitions and interpretations in the DP Legislation apply to this Agreement and in particular clause 17.

**Online System** means the Custran on-line system via which the Customer prepares and submits their Declaration.

**Order** means the Customer’s order for Custran Services as set out in the Customer’s enquiry via the Online System and the acceptance of Custran’s quotation by the Customer’s use of the system.

**Personal Data** has the meaning set out in clause 17.

### 2. About Custran

- (1) Freight Station Limited (Custran) has registered with Irish Revenue for the provision of customs declaration processing services (EORI number IE3479569NH).
- (2) Custran provides customs declaration processing services through its Online System to entities that are importing and exporting physical goods (Customs Declaration Services).
- (3) Custran does not provide advice. Whilst Custran may provide information about customs requirements and related matters, it is not allowed to provide advice on any aspect of customs requirements. Any decision the Customer makes regarding the content or nature of their customs declaration is made solely on the Customer’s own judgment. Custran does not take the Customer’s specific circumstances into account and the Customer should obtain separate advice, if necessary.

(4) Custran's company details are as follows:

- Freight Station Limited is a private limited company registered in Ireland under company registration number 597199.
- Freight Station Limited's registered office is at 1 Great Enterprise Park, Ballincollig, Co. Cork, Ireland. Additional information about Custran is available from the Custran website at: [www.Custran.com](http://www.Custran.com).

3. Law Applying to this Agreement

This Agreement shall be governed by, and interpreted in accordance with, the laws of Ireland. Custran and the Customer agree to submit to the exclusive jurisdiction of the Irish courts to adjudicate and determine any claim, dispute or other matter (whether contractual or otherwise) arising out of or in connection with this Agreement.

4. Basis of Contract and Main characteristics of our Service to our Customer

(1) The **Customs Declaration Service** enables the Customer to instruct Custran to submit a customs declaration to a tax authority on its behalf, via Custran's Online System, retain copies of relevant supporting documentation and carry out relevant follow-up communications relating to the customs declaration.

(2) The Order constitutes an Offer by the Customer to purchase Custran Services in accordance with these Conditions at the price quoted by Custran to the Customer via its Online System.

(3) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

(4) Any quotation given by Custran shall not constitute an offer, and is only valid for a period of 5 Business Days from its date of issue.

5. Customer's Obligations

(1) The Customer shall

- Ensure that the terms of the Order are complete and accurate
- Ensure that the Goods meet all regulatory, legal and compliance standards and are permissible for export and import.
- Cooperate with Custran in all matters relating to the Contract
- Obtain and maintain all necessary licences, permissions and consents which may be required for Custran Services for it to process and declare the Order.
  - (2) Where a Customer has requested to use the Custran Service, the Customer will be provided with a unique username and password which will enable the Customer to access the Online System and create a Customer Profile.
  - (3) The Customer may be required at the sole discretion of Custran to provide security information to authenticate themselves when they contact the customer support team.
  - (4) Profile Creation: to create a Customer profile and register for the Customs Service, the Customer must
    - a. Log on to the Custran website;
    - b. Pay the Registration Fee if applicable;
    - c. Complete the registration form and provide the Customer Information set out below at (3); and
    - d. Acknowledge the Agreement, and are fully bound by the terms thereof.
  - (5) Customer Information: The following Customer information is required in order to create a Customer profile and will be required in order to avail of the Customs Service:

Mandatory Customer information

- EORI Reference
- VAT Reference
- TAN Account Number
- Deferred Payment Enabled
- Type of activity (imports and/or exports)

Supplementary Customer Information regarding relevant authorisations held by the Customer includes:

- AEO Authorisation

- VAT Free Authorisation
- Inward Processing authorisations
- Outward Processing relief authorisations
- End Use authorisations
- Customs Warehousing
- HPRA Licenses
- Entry Into the Declarant Records (EIDR)
- Import Simplified process

(6) For the avoidance of doubt, completion of the process pursuant to this clause 5 and the requirements of the Online system does not guarantee or imply that this will result in a successful processing of a complete customs Declaration. The responsibility for all the information inputted, and the claim made, rests solely with the Customer.

#### 6. The Customs Service:

(1) To avail of the Customs Services and prepare and submit Declarations via the Online System the Customer logs in to the Online System using their respective username and password.

(2) The Customer creates a Declaration via the Online System using the information required as described in clause 5 as well as any additional required information particular to the relevant shipment such as quantity, value and transport details. The Customer is fully responsible for the document, must review the same, must check and amend any errors before submission of the Declaration. The Customer acknowledges that the submission of incomplete or incorrect information may lead to delays or penalties, resulting in loss or damage for the Customer. Where in the opinion of Custran staff, incomplete, unclear or incorrect information has been given in a Declaration, Custran may refuse to submit the declaration to customs authorities on behalf of the Customer (see also clause 8).

(3) The Customer may contact the Custran customer support team to address queries relating to the Customs Service. The Customer may be required to provide security information to authenticate themselves when they contact the customer support team.

(4) By clicking the submission button on the Online System, the Customer consents to the terms and conditions of this Agreement in the submission of the Declaration and for Custran to review the Declaration and to submit the Declaration to the customs authority in accordance with the terms of this Agreement. The Declaration is then pending submission to the customs authorities.

(5) Custran may at its discretion, refuse to accept a Declaration for any reason whatsoever. If we are unable to accept a Declaration, we will inform you of this by email and we will not submit your Declaration to the customs authorities. Custran may contact the Customer to verify or obtain additional information and documentation relating to a Declaration that has been submitted to Custran via the Online System.

(6) Custran will provide confirmation to the Customer via the Online System (together with the relevant customs transaction ID) when a Declaration has been submitted to the customs authorities.

(7) The Customer shall inform Custran promptly if they believe that any information contained in a Declaration that it has submitted to the customs authorities via Custran is incorrect.

#### 7. Time of Receipt of a Declaration by Custran

(1) Custran will treat a Declaration as having been received by it at the time at which the Customer submits the Declaration in accordance with the terms of this Agreement (the “**Time of Receipt**”).

(2) If the Time of Receipt of a Declaration pursuant to paragraph 1 is on a non-Business Day or if it is received after 5pm (Irish Time) on a Business Day, the Declaration shall be deemed to have been received on the next following Business Day.

#### 8. Cancellation or Amendment of customs declaration

(1) The Customer can cancel or amend a Declaration at any time before its submission to the customs authorities by contacting the Custran customer support team. Custran may charge the Customer if, at the Customer’s request, Custran cancels or amends a Declaration that has already been submitted to the customs authorities. It is the Customer’s sole responsibility to ensure that a Declaration is complete and accurate.

9. Duties

(1) The Customer remains responsible for full settlement in cleared funds of any customs duties (plus any applicable charges) owed to the customs authorities (the "Duties") under the applicable laws

(2) The Customer is responsible for ensuring that it has adequate funds in its TAN account to discharge any Duties owed to the customs authorities.

(3) The amount of any Duties owed by the Customer is decided by the customs authorities in their absolute discretion. Any calculation of Duties in the Online System is an estimate, which may be subject to review and/or change by the customs authorities. Custran does not accept any responsibility for the final calculation or payment of Duties, which are calculated by the customs authorities under their statutory authority.

10. Execution time for Submission of Declarations to Authorities

(1) The execution period shall commence at the Time of Receipt.

(2) Custran will endeavour to process Declarations within 24 hours of the Time of Receipt during a Business Day. Declaration times may exceed 24 hours during periods when high volumes of Declarations are being processed. Large Declarations or Declarations containing supplementary information may take more than 72 hours to be processed.

(3) The execution period is suspended where Custran is awaiting further information from the Customer or where Custran has declined to submit a Declaration to the customs authorities or where Revenue have an issue with the declaration and their service (currently called Revenue E-Customs support) is not available to resolve the issue.

11. Refusal of execution

(1) Where Custran declines to submit a Declaration to the customs authorities, Custran shall inform the Customer thereof without delay, but in any case within the period set out in clause 10. It may do so through the Online System or by telephone. When doing so, Custran is under no obligation to state the reasons for the refusal. Custran may indicate ways in which errors that led to the refusal can be rectified by the Customer. Custran will not contact the Customer or provide reasons for any refusal of execution if it would be unlawful to do so or if Custran reasonably considers that it would compromise its security procedures. Where Custran's refusal to execute a Declaration is reasonably justified, Custran may in its discretion, impose a separate charge for notifying the Customer of that refusal. If the Customer considers that the reason(s) which led to Custran refusing the Declaration no longer apply, the Customer may contact Custran in writing and request that the Customs Services be resumed.

(2) If Custran is unable to process a Declaration, it shall inform the Customer thereof without delay.

12. Disclaimer

(1) The transmission of information via the internet is not completely secure. Although Custran applies measures to protect Customer Information, it cannot guarantee the security of Customer Information, personal data or Declaration data transmitted to it and any such transmission is at the Customer's own risk.

(2) To the extent permitted by law, Custran 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, or
- any delay or delivery failure on the part of any other service provider not contracted by Custran, and the Customer acknowledges that the Customer's use of the Online System (including the creation of a user account, and the creation of Declarations) may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Custran cannot guarantee or take any responsibility for the absolute prevention of cyber-attacks such as hacking, spyware and viruses. Accordingly, the Customer will not hold Custran liable for any unauthorised disclosure, loss or destruction of declaration data arising from such risks.

13. Transmission of Declaration data

(1) When submitting a Declaration to the customs authorities, Custran shall transmit the Declaration to the customs authorities via our own Custran software interface and, if necessary, a third party software interface. The transmission of Declaration data shall be subject to the terms of clause 12 above .

14. Unauthorised or incorrect Declarations

(1) The Customer shall inform Custran without delay on finding that a Declaration was unauthorised or executed incorrectly on their behalf.

(2) The Customer will be responsible for any losses incurred as a result of an unauthorised or incorrect Declaration submitted using their security credentials and the error was due to incorrect or insufficient information given to Custran.

(3) Custran will not be responsible for losses arising from an unauthorised or incorrect Declaration submitted by or on behalf of the Customer.

(4) The Customer will not be responsible for any losses that arise as a result of an unauthorised Declaration if the loss was caused by an employee, agent or branch of Custran or of any entity to which Custran's activities were outsourced.

15. Charges and Settlement

(1) The Charges in respect of the Customs Services shall be the amount stated on the Order. The Customer shall be fully bound to discharge the Charges and accept the terms and conditions hereof.

(2) The Customer is obliged to pay and shall discharge all Duties, taxes or costs which the Customer is liable to pay and which the Customer does not settle with or through Custran.

(3) If the Customer requests Custran to provide additional information or materials which Custran is not required by law to provide, Custran may ask the Customer to pay a reasonable administration fee to cover any costs incurred. Custran shall advise the Customer of any such fee at the time the Customer makes the request for such additional information or materials.

(4) Our Charges are exclusive of VAT. Where VAT is payable in respect of any service provided by Custran to you, you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

(5) Settlement for all charges must be made via the Online System or the Custran website. All charges are Non Refundable.

16. Mistakes or Complaints

(1) Custran confirms that the Customs Services will be provided using reasonable care and skill. If the Customer feels that Custran has not provided the standard of service the Customer expects, or if Custran makes an error, the Customer will inform Custran of the matter in writing. If the Customer makes a complaint, Custran aims to resolve it as quickly as possible and to the Customer's reasonable satisfaction. Any complaint should be made to Custran's customer support function via the contact details listed below.

17. Personal Data

(1) This clause 17 applies to personal data (i.e. information that can be used, directly or indirectly, alone or in combination with any other information, to identify an individual including, for example, name, contact details, identification or verification information) provided to Custran in connection with the Customs Services about (a) the Customer or Customer Client (where the Customer or Customer Client is an individual), which the Customer or any other person makes available to Custran pursuant to this Agreement and / or (b) any other person which the Customer makes available to Custran or that Custran may otherwise process pursuant to this Agreement (together "**Personal Data**").

(2) Where Custran acts as a Controller, Custran shall perform the Customs Services in accordance with the DP Legislation. If the Customer or Customer Client is an individual, Custran's Privacy Policy, available on the Custran website [custran.com/gdpr-data-protection/] applies to Custran's processing of the Personal Data. If the Customer or Customer Client is not an individual, Custran's Privacy Policy applies to Custran's processing of any Personal Data that the Customer (or any other person) provides to Custran or that Custran otherwise processes under this Agreement in connection with the Customs Services. Custran may update their Privacy Policy from time to time. When it does so, Custran will communicate any changes to the Customer and publish the updated Privacy Policy on the Custran website. Custran would encourage the Customer (and/or affected persons) to visit the Custran website regularly to stay informed of the purposes for which Custran processes the Personal Data.

(3) The Customer hereby confirms, covenants, acknowledges and warrants that, where the Customer provides Custran with Personal Data or special categories of personal data relating to other people, the Customer has obtained valid consent and done all other things required

under the DP Legislation (including informing the person about the content of Custran's Privacy Policy and/or providing them with a copy of same); to disclose the Personal Data to Custran in connection with the Registration and the Customs Services.

(4) Where Custran processes the Personal Data as a Controller, Custran shall:

- treat the Personal Data as confidential;
- process the Personal Data only to the extent, and in such a manner, as is necessary:

(a) for Custran to provide the services under this Agreement and/or

(b) for Custran's reasonable business purposes (an inexhaustive list of which is specified in Term 17(6) below);

- process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and any amendments to same;
- implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, and
- take reasonable steps to ensure that the staff process the same in accordance with the terms of the Agreement, who have access to such Personal Data.

(5) Custran may use the Personal Data and disclose it to third parties or to other companies in the Custran group who facilitate or support our business without the Customer's consent for any of the following purposes:

- To provide the Customs Services to the Customer in accordance with this Agreement and to communicate with the Customer about the Customer's account;
- To fulfil Custran's legal, regulatory and/or compliance obligations;
- For risk assessment, statistical, trend analysis and planning purposes;
- To enforce Custran's rights under this Agreement if necessary.  
We will only make such a disclosure where it is required in connection with such purposes and in compliance with applicable Data Protection Legislation, or required by any statutory authority or as required from time to time by any statutory authority.

(6) We may supply some of the Personal Data to the customs authorities in order to complete the Customs Service. If the customs authority is outside the EEA then that supply may include a transfer of the Personal Data to a country outside the EEA.

(7) When using Custran services, the Customer will take reasonable steps to ensure that the Customer and the Customer's employees, agents and contractors do not input, upload or disclose to Custran any irrelevant or unnecessary information about individuals.

(8) The Customer and Custran will each maintain, and will require their respective Processors to maintain, appropriate physical, technical and organisational measures to protect the Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access ("**Data Breach**"). The Customer will, without undue delay, tell Custran of any actual or suspected non-trivial Data Breach relating to the Personal Data that may also impact us or the security of our systems, products or services.

(9) Upon request and subject to this Term 17, each party to this Agreement shall provide the other with information relating to its processing of the Personal Data and such assistance as reasonably required for the other to satisfy its obligations under DP Legislation.

## 18. Communications between Custran and the Customer

(1) From time to time, Custran may need to contact the Customer about the Customs Services. Custran may contact the Customer using any contact details the Customer has provided Custran including post, email and phone. The Customer should ensure that the arrangements for receiving communication via these channels are safe.

(2) Custran will not be responsible for any failure to contact the Customer or if Custran sends information to the wrong address and/or email address and/or fax number, using details the Customer last provided. Custran may charge the Customer their reasonable costs of finding the Customer if the relevant contact details are not kept up-to-date.

(3) Where notice "in writing" is required under this Agreement, it may be sent by post or by email to the addresses/numbers specified under this Agreement.

(4) A notice or other communication is deemed to have been received:

- a. if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- b. if sent by pre-paid express post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- c. if sent by email, at 9.00 am the next working day after transmission.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

(5) Custran will correspond and communicate with the Customer in English.

#### 19. Changes to this Agreement

(1) Custran may change this Agreement in accordance with this clause

(2) Custran will inform the Customer about a change or other matter in writing (i.e. by post or email) or in another way that will be sent or given to the Customer specifically. Custran recommends that the Customer saves for its own records, copies of communications (including electronic communications) from Custran and received from Custran directly. If the Customer is not happy with any changes that Custran proposes to make, the Customer can end this Agreement immediately (and Custran will not charge the Customer for terminating the Agreement in these circumstances). If the Customer does not end this Agreement before the proposed changes take effect, the Customer will then be bound in full by the terms and conditions and this Agreement shall be amended to incorporate the new terms and conditions.

(3) There are certain circumstances where Custran may give the Customer shorter notice or where the Customer will not be informed about the changes at the time or after they are made. This may happen where:

- The change is in the Customer's favour;
- The change is required under law or regulation by a particular date and there is no time to give the Customer notice of same;

(4) Any amendment shall not be retrospective or affect any rights or obligations that the Customer or Custran already have under this Agreement.

#### 20. Limitation of Liability

(1) To the extent permitted by applicable law, Custran shall not be liable to the Customer whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for (a) loss of profits; (b) loss of business; (c) loss of data, revenue, goodwill or anticipated savings; or (d) any indirect or consequential loss or damages.

(2) In preparing and submitting customs Declarations Custran relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by the Customer; the Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Custran harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

(3) Subject to Clause 20(1) and 20(2) our total liability to you arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid by the Customer under the terms of this Agreement and shall be strictly limited to that amount.

(4) This clause 20 will survive termination of the Agreement.

#### 21. Termination

(1) This Agreement will continue until the Customer or Custran ends it in accordance with the terms of this clause 21. The Customer is not entitled to a refund of any charges paid to Custran prior to termination of the Agreement.

(2) Terminate for Convenience

- The Customer may end this Agreement by giving Custran one month's notice in writing. .
- Custran may end this Agreement by notifying the Customer upon not less than two months' notice in writing.

(3) Termination in Specific Circumstances

The Customer may terminate this Agreement immediately where Custran has materially or repeatedly broken any Terms of this Agreement and failed to resolve such a breach within a reasonable period having been notified of the same by the Customer.

(4) Custran may terminate this Agreement immediately where:

- (a) it is required to take action to comply with the law or because a court or other appropriate authority directs it to act in that way;
- (b) it is reasonably of the view that such action is necessary to avoid breach by Custran of any legal requirement or to avoid action from any government, regulator or appropriate international body;
- (c) the Customer has materially or repeatedly broken this Agreement; (d) the Customer made any statement when applying to become a Customer which is false or misleading in a material respect;
- (e) it is reasonably of the view or reasonably suspects that: there has been fraud or other suspicious activity involving any transaction (including if Custran reasonably suspects that the Customer or a Customer Client has used or obtained or is using or obtaining, or may use or obtain, the Customs Service illegally, fraudulently or improperly, or that someone else acting on the Customer's behalf may do so); there has been a breach of security (including if Custran considers the integrity of any client credentials has been compromised in any way); there has been unauthorised or fraudulent use (or attempted unauthorised or fraudulent use) of the Online System; or Custran is uncertain whether an instruction has in fact been given by the Customer;
- (f) the Customer has failed to settle with Custran any money the Customer owes Custran when due and in accordance with the provisions of this Agreement;
- (g) If any of the following events occurs:
  - a petition is presented for a bankruptcy order to be made against the Customer or any of relevant partner(s) of the Customer;
  - a resolution is passed for the Customer's voluntary winding-up or for the voluntary winding-up of any body corporate which constitutes one of the Customer's members;
  - a petition is presented for the Customer's winding-up or for the winding up of any body corporate which constitutes one of the Customer's members;
  - an application as made for the appointment of an Examiner is presented against the Customer or any body corporate which constitutes one of the Customer's members;
  - Revenue Attachment Order as attached to the bank accounts is presented against the Customer or any body corporate which constitutes one of the Customer's members;
  - notice of intention to appoint an administrator is issued or notice of appointment of an administrator is filed with the court in relation to the Customer or any body corporate which constitutes one of the Customer's members;
  - an examiner is appointed over the Customer;
  - any other insolvency proceedings are commenced against the Customer or any body corporate which constitutes one of the Customer's members; or
  - anything analogous to any of the events specified above occurs under the laws of any other applicable jurisdiction;
- (h) if the Customer dies or becomes of unsound mind;



(i) if the Customer dissolves or ceases to trade; the Customer threatens to cease to carry on all or part of its business; the Customer makes an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or takes any action (including entering into negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Customer's indebtedness; or any such analogous action to any of the foregoing is taken in any jurisdiction;

(j) it is reasonably of the view that a mistaken Declaration has been executed; or

(k) it is reasonably of the view that there is a factual error in a Declaration or the Customer's instruction is unclear or the Customer has failed to provide the information required to handle a Declaration.

(5) If the Customer becomes aware of the occurrence of any event referred to in clause 21(4), the Customer agrees to give Custran notice of such event immediately.

## 22. Other

(1) **Intellectual Property.** All intellectual property rights in or arising out of or in connection with the Customs Service will be owned by Custran.

(2) **Confidential Information.** The Customer and Custran agree to keep all information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of the Agreement and being of a confidential nature including, without limitation, commercial, financial, marketing, technical or other information which is of value to its owner, know-how, trade secrets and other information in any form or medium whether disclosed before or after the date of the Agreement, together with any reproduction of such in whole or in part ("**Confidential Information**") confidential at all times, to use it solely for the purposes of the performance of its obligations under the Agreement and not to disclose the Confidential Information to any third party, subject to disclosure which is required by reason of law or statutory or other regulation, or the request of any competent regulatory or governmental authority and subject to disclosure of the Confidential Information which is required in connection with the implementation and performance of the Agreement provided that in respect of such disclosure confidentiality requirements at least as stringent as are set out herein are imposed on any person to whom any such disclosure is made and disclosure is made on a need to know basis only. This clause 22 (2) shall not apply to information which was in the public domain or which was received by a party to the Agreement from a third party free from confidentiality

(3) **Third party rights.** This Agreement is between the Customer and Custran. No other person has any rights to enforce any of its terms, or take any cause of action against Custran as a result of the services being provided under this Agreement.

(4) **Severance.** Every paragraph of these Terms operates separately. If any portion of these Terms is deemed unlawful, void or unenforceable by any court or competent jurisdiction or relevant authority but only that portion is deemed to be unlawful or unenforceable, then they shall be stricken from these terms of agreement and the remaining paragraphs will remain in full force and effect.

(5) **Waiver.** If we do not insist that you perform any of your obligations under the Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

(6) **Assignment and Transfer:** We may assign or transfer our rights and obligations under the Agreement to another entity but will always notify you in writing or if this happens.