

## NOVATION OF CONTRACT

This agreement is dated [**DOCUSIGN INSERT DATE**]

### PARTIES

- (1) **REDBOURN BUSINESS SYSTEMS LIMITED** a company incorporated in England and Wales under number 30138324 whose registered office is at 26 Ver Road, Redbourn, St Albans, Hertfordshire AL3 7PE (**RBS**);
- (2) [**CUSTOMER NAME**] a company incorporated in England and Wales under number [**NUMBER**] whose registered office is at [**ADDRESS**] (**Customer**); and
- (3) **ADVANTAGENFP LIMITED** a company incorporated in England and Wales under number 4097768 whose registered office is at 26 Ver Road, Redbourn, St Albans, Hertfordshire AL3 7PE (**AdvantageNFP**).

### BACKGROUND

- (A) On or around [**DATE OF CONTRACT**], RBS and the Customer entered into a Support Agreement and Licence for the provision of Services to the Customer by RBS (**Contracts**) [**a copy of which is attached to this agreement**].
- (B) As part of an internal reorganisation, RBS wishes to transfer its rights and obligations under the Contracts to AdvantageNFP.
- (C) The Customer has agreed to release RBS from liability for any failure by RBS to perform its obligations under the Contracts before [**DATE**] (**Effective Date**), on the basis that AdvantageNFP is to assume liability for those failures in RBS's place. It is also agreed that AdvantageNFP will assume all rights under the Contracts in relation to any of Customer's obligations which arose prior to the Effective Date.
- (D) The parties have agreed to novate RBS's rights, obligations and liabilities under the Contracts to AdvantageNFP on the terms of this agreement with effect from the Effective Date.

### AGREED TERMS

#### 1. NOVATION

With effect from the Effective Date:

- 1.1 RBS transfers all its rights and obligations under the Contracts to AdvantageNFP.
- 1.2 AdvantageNFP shall enjoy all the rights and benefits of RBS under the Contracts. AdvantageNFP agrees to perform the Contracts and be bound by its terms in every way as if it were the original party to it in place of RBS.
- 1.3 All references to RBS in the Contracts shall be read and construed as references to AdvantageNFP.

#### 2. RELEASE OF OBLIGATIONS AND LIABILITIES

- 2.1 RBS and the Customer hereby release each other from all future obligations to the other under the Contracts.
- 2.2 RBS and the Customer hereby agree that they shall have no claim or demand against each other under or in connection with the Contracts, whether arising before, on or after the Effective Date.
- 2.3 Each of the Customer and AdvantageNFP may enforce the Contracts and pursue any claims and demands under or in connection with the Contracts against each other with respect to matters arising before, on or after the Effective Date as though AdvantageNFP were the original party to the Contracts instead of RBS.

#### 3. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

#### 4. CO-OPERATION

The parties shall deliver or cause to be delivered such instruments and other documents at such times and

places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

**5. GOVERNING LAW AND JURISDICTION**

5.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

5.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signed by

Steven Cast on behalf of **REDBOURN BUSINESS**

Director **SYSTEMS LIMITED** .....

Signed by

**[NAME]** on behalf of **[CUSTOMER NAME]**

Director .....

Signed by

Steven Cast on behalf of **ADVANTAGENFP LIMITED**

Director .....