

TERMINATION AGREEMENT

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**);

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) The parties have agreed to terminate the Contracts (by mutual consent on the terms set out in this Termination Agreement in full and final settlement of their respective rights and obligations in connection with the Contracts.

AGREED TERMS

1. EFFECT OF THIS AGREEMENT

The parties hereby agree that [DATE] (**Effective Date**), the terms of this agreement shall immediately be fully and effectively binding on them.

2. TERMINATION OF CONTRACTS

Save in respect of any rights and obligations under this agreement, the parties hereby agree that all their respective rights and obligations in connection with the Contracts (or under any other verbal or written agreement between the parties relating to the Contracts) shall terminate with effect from the Effective Date.

3. REBATE OF FEES PAID BY THE CUSTOMER

RBS shall pay to the Customer's nominated account the sum of £[SUM] by way of rebate of advance fees paid by the Customer under the Contracts, in full and final settlement of AdvantageNFP's obligations under the Contracts, within 5 working days of the Effective Date.

4. RELEASE

This agreement is in full and final settlement of, and each party hereby releases and forever discharges all actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that it may have or hereafter can, shall or may have against the other party arising out of or connected with the Contract (**Released Claims**).

5. COSTS

The parties shall each bear their own legal costs in relation to the termination of the Contracts and this agreement.

6. WARRANTIES AND AUTHORITY

- 6.1 Each party warrants and represents that it has not sold, transferred, assigned or otherwise disposed of its interest in the Released Claims.

6.2 Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this agreement.

7. 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.

8. 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.

9. GOVERNING LAW AND JURISDICTION

9.1 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.

9.2 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
Director

**REDBOURN BUSINESS
SYSTEMS LIMITED**

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Signed by

[NAME] on behalf of
Director

[CUSTOMER NAME]

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