

Transaction Order Form

Part A - Party details

Provider details (the "Provider")	
Provider name	Avvoka Limited
Provider registered address	Unit 2.05, 12 – 18 Hoxton Street, London N1 6NG
Provider registered number	09729807
Point of contact name and email address	[To provide]
Customer details (the "Customer")	
Customer name	
Customer registered address	
Customer registered number	
Point of contact name and email address	

Part B - Transaction details

Authorised Users	[List of users authorised to use the Software during the Transaction]
Transaction Start Date	
Transaction Close Date	
Transaction Templates	
Transaction Documents	
Transaction Fee (GBP/USD/SGD)	[Avvoka to confirm]
Transaction Services	[Avvoka to detail the services provided in respect of the Transaction Templates and Transaction Documents]
Transaction Support	[9:30 – 5:30 UK time][24/7 support]

1 Interpretation

This Transaction Order Form sets out the terms of the Transaction between the Provider and the Customer and is governed by the Transaction Terms of Business made available to the Customer at: https://avvoka.com/terms_conditions/transactions (the "**Transaction Terms**"). Except as expressly provided, words and expressions in this Transaction Order Form shall have the same meaning assigned to them in the Transaction Terms. In the event of a conflict between the terms of this Transaction Order Form and the Transaction Terms, the terms of this Transaction Order Form shall prevail.

2 Transaction Services

- 2.1 Subject to the remainder of this Clause 2, commencing on the Transaction Start Date and in consideration for the Transaction Fee (to be paid in accordance with Clause 10 (*Charges and Payment*) of the Transaction Terms), the Provider agrees to provide the Transaction Services to the Authorised Users together with the Transaction Support for the purpose set out in Part B above.
- 2.2 As part of the Transaction Services, the Parties may from time-to-time agree on a date that the relevant Transaction Documents must be launched (the "**Launch Date**"). The Provider shall be under no obligation to meet the relevant Launch Date unless the final-form Transaction

Templates have been provided to it by the Customer (i) a minimum of 72 hours prior to such Launch Date; or (ii) such other timescale communicated by the Provider to the Customer in writing, whichever is greater.

- 2.3 In the event that the Provider is required by the Customer to perform services outside the scope of the Transaction Services or the Transaction Support (the “**Additional Support**”) then:
- (A) the Customer agrees to pay the applicable fees in respect of the delivery of the Additional Support in accordance with the rate card communicated to the Customer in writing prior to the Transaction Start Date; and
 - (B) where the Customer requires that any Transaction Document(s) be re-generated following an agreed Launch Date (a “**Re-gen**”), then:
 - (i) the Customer acknowledges there may be reasonable charges related to the Re-gen which the Provider will detail in writing; and
 - (ii) the Customer agrees to pay such reasonable charges, in accordance with Clause 10 (*Charges and Payment*) of the Transaction Terms.

3 Term and termination

- 3.1 The term of this Transaction Order Form shall commence on the Transaction Start Date and shall expire on the Transaction Close Date (the “**Initial Term**”), unless both parties agree to extend the term in writing at least five Business Days prior to the Transaction Close Date.
- 3.2 Without prejudice to either party’s rights under the Transaction Terms, following the lapse of the Initial Term, the Customer may terminate this Transaction Order Form on five Business Days written notice to the Provider.
- 3.3 On termination of this Transaction Order Form for any reason:
- (A) all licences granted to the Authorised Users shall immediately terminate;
 - (B) each Party shall return and make no further use of any equipment, property, Software, Documentation and other items (and all copies of them) belonging to the other party;
 - (C) the Provider may destroy or otherwise dispose of any of the Customer Data in relation to the Transaction in its possession unless the Provider receives, no later than 30 days after the effective date of the termination of this Transaction Order Form, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Provider shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Provider in returning or disposing of Customer Data; and
 - (D) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Transaction Order Form or the Transaction Terms to which it relates which existed at or before the date of termination shall not be affected or prejudiced.

4 Governing law and jurisdiction

- 4.1 This Transaction Order Form is governed by and shall be construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this Transaction Order Form, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.
- 4.2 The courts of England and Wales are to have exclusive jurisdiction to settle any dispute whether contractual or non-contractual arising out of or in connection with this Transaction Order Form.

By signing below, the Parties agree to be bound by the terms of this Transaction Order Form.

For and on behalf of
Avvoka Limited (Provider)

Name:
Title:
Date:

For and on behalf of
[Customer] (Customer)

Name:
Title:
Date: