

DATED MARCH 2022

DEED OF NOVATION OF A CONTRACT

between

IN2GRATE BUSINESS SOLUTIONS LIMITED

and

TELEDYNE LIMITED

and

TELEDYNE UK LIMITED

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THIS DEED is dated March 2022

PARTIES

- (1) In2grate Business Solutions Limited incorporated and registered in England and Wales with company number **04695575** whose registered office is at Sanderson House, Poplar Way, Sheffield, South Yorkshire, England S60 5TR (**Continuing Party**).
- (2) Teledyne Limited incorporated and registered in England and Wales with company number **03863642** whose registered office is at 106 Waterhouse Lane, Chelmsford, Essex, England, CM1 2QU (**Outgoing Party**).
- (3) Teledyne UK Limited incorporated and registered in England and Wales with company number **00432014** whose registered office is at 106 Waterhouse Lane, Chelmsford, Essex, CM1 2QU (**Incoming Party**).

BACKGROUND

- (A) The Continuing Party and the Outgoing Party are party to the Products and Services Agreement dated 22 December 2016 (**Contract**).
- (B) As part of an internal reorganisation of its group of companies, the Outgoing Party transferred its business to the Incoming Party on 10 May 2021. The Outgoing Party wishes to transfer its rights and obligations under the Contract to the Incoming Party as part of the business transfer.
- (C) The Continuing Party has agreed to release the Outgoing Party from liability for any failure by the Outgoing Party to perform its obligations under the Contract before the Effective Date, on the basis that the Incoming Party is to assume liability for those failures in the Outgoing Party's place.
- (D) The parties have therefore agreed to novate the Outgoing Party's rights, obligations and liabilities under the Contract to the Incoming Party on the terms of this deed with effect from 10 May 2021 (**Effective Date**).

AGREED TERMS

1. NOVATION

- 1.1 With effect from the Effective Date, the Outgoing Party transfers all its rights and obligations under the Contract to the Incoming Party. The Incoming Party shall enjoy all the rights and benefits of the Outgoing Party under the Contract, and all references to the Outgoing Party in the Contract shall be read and construed as references to the Incoming Party.
- 1.2 The Incoming Party agrees to perform the Contract and be bound by its terms in every way as if it were the original party to it in place of the Outgoing Party.

1.3 The Continuing Party agrees to perform the Contract and be bound by its terms in every way as if the Incoming Party were the original party to it in place of the Outgoing Party.

2. RELEASE OF OBLIGATIONS AND LIABILITIES

2.1 The Continuing Party and the Outgoing Party release each other from all future obligations to the other under the Contract.

2.2 Nothing in this deed shall affect or prejudice any claim or demand that the Continuing Party or the Outgoing Party may have against the other under or in connection with the Contract arising before the Effective Date.

3. GOVERNING LAW

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

4. JURISDICTION

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed by In2grate Business Solutions Limited acting by
....., a director, in the presence of:

.....
Signature Of Witness

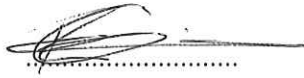
Name Of Witness:

Address Of Witness:

Occupation Of Witness:

.....
SIGNATURE OF DIRECTOR
Director

Executed by Teledyne Limited acting by Nick Wargent, a
director, in the presence of:


.....
Signature Of Witness

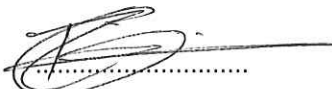
Name Of Witness: ROBERT GAMBLIN

Address Of Witness: 106 WATERHOUSE LAWE, CHELMSFORD,
ESSEX, CM1 2QU

Occupation Of Witness: EXPORT CONTROL OFFICER


.....
SIGNATURE OF DIRECTOR
Director

Executed by Teledyne UK Limited acting by Nick Wargent, a
director, in the presence of:


.....
Signature Of Witness ROBERT GAMBLIN

Name Of Witness:

Address Of Witness: 106 WATERHOUSE LAWE, CHELMSFORD,
ESSEX, CM1 2QU

Occupation Of Witness: EXPORT CONTROL OFFICER.


.....
SIGNATURE OF DIRECTOR
Director