



## TERMS AND CONDITIONS OF CONSULTANT ENGAGEMENT

### COMPANY EDITION

#### 1. DEFINITIONS

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

1.1.1 "Agreement" mean the Conditions together with the Statement of Works;

1.1.2 "the Board" means the supervising board of the Client (or any committee authorised by the Board);

1.1.3 "the Commencement Date" means the date set out in the Statement of Works;

1.1.4 "the Conditions" means these terms and conditions of consultant engagement – company edition, which form part of the Agreement;

1.1.5 "Confidential Information" means any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, services, affairs and finances of the Client, for the time being confidential to the Client and trade secrets, including (by way of illustration only and without limitation) technical data and know-how relating to the business of the Client or any of its business contacts, project plans, records of planned and actual expenditure, details of projects and experiments, proposals, applications and prospectuses, graphs, charts, presentations and documents, company financial information, details of intellectual properties (whether registered or unregistered) and applications for them, technical summaries, reports, details of organisations and their business processes, names and other contact details of individuals and organisations, and any information which the Consultant or the Personnel is told is confidential and information treated as confidential by the Client and any information which has been given to the Client, in confidence, by customers, suppliers or other persons;

1.1.6 "Criminal Record Check" means a search undertaken by the Criminal Record Bureau, as the Client may in its absolute discretion direct;

1.1.7 "the Fees" means the fees payable by the Client to the Consultant in accordance with the provisions of the Statement of Works;

1.1.8 "Intellectual Property Rights" means any patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

1.1.9 "Invention" means any invention, idea, discovery, development, improvement or innovation made by the Consultant or by the Personnel in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium;

1.1.10 "the Parties" means the Client and the Consultant;

1.1.11 "the Personnel" means any person agreed in writing by the Parties from time to time or listed in the Statement of Works;

1.1.12 "the Purchase Order" means any purchase order for the Services submitted by the Client to the Consultant;

1.1.13 "the Results" means full details of all information which results from or relates to the Services during the term of the Agreement;

1.1.14 "the Security Clearance" means such clearance as the Client may in its absolute discretion deem to be appropriate;

1.1.15 "the Services" means the provision by the Consultant of the services detailed in the Statement of Work and provided by the Client to the Consultant;

1.1.16 "the Statement of Works" means the particulars as amended and agreed by the Client from time to



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time to which these Conditions are annexed or otherwise referenced;

1.1.17 "Substitute" means a substitute for the Personnel appointed to provide the Services;

1.1.18 "the Term" means the term of this Agreement, commencing on the Commencement Date and expiring on the Expiry Date, as set out in the Statement of Works;

1.1.19 "the Termination Date" means the date of the termination of this Agreement howsoever occasioned; and

1.1.20 "Works" means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant or the Personnel in connection with the provision of the Services.

1.2 References to clauses are, unless otherwise stated, to clauses of this Agreement.

1.3 The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

1.4 In this Agreement references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or modified by other provisions, from time to time, (whether before or after the date of this Agreement) and shall include references to any provisions of which they are re-enactments (whether with or without modification).

1.5 Words expressed in the singular shall, where the context so requires or permits, include the plural and vice versa.

1.6 Where any Party is more than one person:

1.6.1 that Party's obligations in this Agreement shall take effect as joint and several obligations;

1.6.2 anything in this Agreement, which applies to that Party, shall apply to all of those persons collectively and each of them separately; and

1.6.3 the benefits contained in this Agreement, in favour of that Party, shall take effect as conferred in favour of all of those persons collectively and each of them separately.

1.7 References in this Agreement to anything which any Party is required to do or not to do shall include their acts, defaults and omissions, whether:

1.7.1 direct or indirect;

1.7.2 on their own account; or

1.7.3 for or through any other person; and those which they permit or suffer to be done or not done by any other person.

1.8 The obligations and restrictions imposed by this Agreement are in addition to and not in substitution for the obligations and restrictions imposed or implied by law.

1.9 These Conditions will control and prevail over the Statement of Works unless the Conditions expressly provide otherwise.

### 2. TERM

2.1 Throughout the Term the Consultant shall provide to the Client the Services and to do so shall provide the Personnel to perform the Services.

2.2 The Consultant undertakes to the Client to procure, to the best of its ability, the performance and observance by the Personnel of all obligations under this Agreement and hereby acknowledges that any breach by the Personnel of any such terms shall constitute a breach by the Consultant for which the Consultant shall be liable.

2.3 This Agreement shall commence on the Commencement Date and shall continue thereafter, subject to the terms of this Agreement, for the Term.

### 3. FEES AND EXPENSES

3.1 The Client shall pay to the Consultant the Fees.

3.2 The Consultant shall (subject to any contrary provisions contained in the Statement of Works) render monthly invoices in arrears to the Client, in



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respect of the Fees and where it is registered for VAT shall show any VAT separately on such invoices. The Client shall not account to the Consultant for any Fees, save following receipt of such invoice. Providing that the Consultant has complied with this clause and the provisions contained in the Statement of Works, and that invoices have been submitted in the required format with all required supporting documentation, the Fees will be transferred by direct bank transfer into the Consultant's nominated bank account or by cheque, made payable to the Consultant, within 15 days of the first working day following receipt by the Client of the appropriate and correctly submitted invoice. All fees shall be payable to the Consultant without deductions of any kind, save in respect of any monies owed by the Consultant to the Client.

3.3 The Consultant agrees to comply with all relevant laws and requirements relating to income tax, VAT, National Insurance and any other taxes and charges that apply to the Services which it provides under this Agreement. The Consultant agrees to account for any taxes or charges due in respect of the Fees which the Consultant earns for provision of the Services. The Consultant agrees to indemnify the Client in full if it has to pay any taxes or charges in relation to the Services or any other aspect of this Agreement.

3.4 Subject to any provisions contained in the Statement of Works in respect of expenses, and subject to compliance with the prevailing travel and subsistence policy, upon receipt of an appropriate invoice, rendered by the Consultant to the Client, necessarily and properly incurred by the Consultant and/or the Personnel in the performance of the Services (or as set out in the Statement of Works) and upon appropriate evidence of such expenses being provided to the Client and exclusive of VAT, if applicable.

3.5 The Consultant shall quote any Purchase Order number noted on the Statement of Works, or such other Purchase Order number notified in writing by the Client, on all invoices.

#### 4. PERFORMANCE OF SERVICES

4.1 The Client shall engage the Consultant and the Consultant shall provide the Services for the Client as a Consultant.

4.2 Subject to clause 4.3, the Consultant shall procure that the Personnel devote such of their time, attention and abilities, to the Client, as is necessary to ensure the proper provision of the Services.

4.3 The Consultant shall not be required to provide the Services in the case of illness or accident to Personnel, in which case it shall notify the Client immediately. For the avoidance of doubt, the Consultant will not be entitled to receive the Fee during the term of this Agreement, for the period during which the Consultant's Personnel is unable to work due to illness or accident.

4.4 The Consultant may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Personnel, provided that the Substitute shall be required to enter into direct undertakings with the Company, including with regard to confidentiality. If the Client accepts the Substitute, the Consultant shall continue to invoice the Company in accordance with clause 3.2 and shall be responsible for the remuneration of the Substitute.

4.5 The Consultant shall carry out the Services from such location and shall undertake such travel in the UK and abroad as is reasonably necessary for the proper performance of the Services.

4.6 Subject to the Consultant being able to satisfy the Client in relation to security and associated concerns, the Consultant shall be required to provide any office equipment (including computing, telephone and other office equipment and facilities) required for the provision of the Services.

4.7 The Consultant shall supply and shall procure that the Personnel supplies the Services in a good, efficient and proper manner. While the Consultant's method of work is its own, the Consultant shall



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procure that the Personnel shall comply with the reasonable requests of the Board and with the Client's policies and procedures, as from time-to-time in force and shall use its best endeavours to promote the interests of the Client.

4.8 The Consultant shall maintain adequate and suitable insurance cover (to the reasonable satisfaction of the Client) and, in any event, to a minimum of £500,000, in respect of the Services to be provided, pursuant to this Agreement, and shall provide, promptly upon demand, such evidence as the Client may reasonably request in this regard.

4.9 The Consultant undertakes with the Client:

4.9.1 to perform such duties and exercise such powers as it assigns to and vests in it;

4.9.2 to comply with all reasonable directions given by the Client's Board;

4.9.3 to do all other things, in the ordinary course of business, which the Client reasonably considers necessary or proper in its interests;

4.9.4 to act loyally and faithfully to the Client; and

4.9.5 not to do anything which is harmful to the Client.

4.10 The Consultant shall, if so required, perform its duties, or some of them, jointly with one or more other persons, as the Client from time to time directs.

4.11 The Consultant shall immediately communicate the Results to the Client.

4.12 The Results and all rights in them shall be and remain the sole property of the Client.

4.13 The Consultant shall, without further remuneration, but at the Client's expense, execute all documents and do all acts and things which the Client, at any time during or after the termination of this Agreement, requires to obtain or maintain any patents or other protection, in respect of the Results, in any part of the world or to vest the Results in the Client or as the Client directs.

4.14 The Consultant shall not and shall procure that the Personnel does not use or otherwise turn to its advantage its knowledge of or any connection with any of the customers of, suppliers to the Client or

business contacts of the Client, so as to take any direct or indirect advantage of the business and other connections of the Client, except for the Client's advantage.

4.15 The Consultant shall comply and shall procure that the Personnel complies with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, and shall comply with the Client's policies and procedures as from time to time in force. Breach of this clause 4.15 shall be deemed a material breach of this Agreement.

#### 5. SELF-EMPLOYED STATUS

5.1 The Consultant is an independent contractor and confirms that the Personnel would also be independent contractors were they to provide the Services directly to the Client and the Parties agree that the Consultant and/or the Personnel are not and shall not be deemed to be an employee, director, agent or partner of the Client, and nor shall they hold themselves out as such, for any purpose whatsoever. The termination of this Agreement shall not, in any circumstances, constitute or be deemed to constitute a dismissal for any purposes.

5.2 The Consultant agrees to indemnify the Client in full in relation to any liability arising from any employment-related claim (including reasonable costs and expenses) brought by the Consultant, any Personnel or any Substitute against the Client arising out of or in connection with the Services.

#### 6. AUTHORITY

6.1 Neither the Consultant nor the Personnel shall have power to, nor shall they, purport to bind the Client in any way whatsoever, unless the Client so directs to the Consultant or the Personnel in writing.

6.2 For the avoidance of doubt, unless otherwise agreed in writing between the Consultant and the Client, during the provision of the Services, in all dealings and transactions with any and all third parties, (save in respect of the Personnel) nothing



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shall render the Consultant the partner or agent of the Client.

#### 7. DATA PROTECTION

7.1 The Consultant shall procure that the Personnel consents to the Client holding and processing data relating to them for legal, personnel, administrative and management purposes including for the purpose of obtaining the Security Clearance and for the Criminal Record Check and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Personnel including, as appropriate:

- 7.1.1 information about the Personnel's physical or mental health or condition in order to take decisions as to fitness for work; or
- 7.1.2 the Personnel's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
- 7.1.3 information relating to any criminal proceedings, in which the Personnel have been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

7.2 The Consultant consents (and shall procure that the Personnel consents) to the Client making such information available to those who provide services to the Client, regulatory authorities, governmental or quasi-governmental organisations.

7.3 The Consultant consents (and shall procure that the Personnel consents) to the transfer of such information to the Client's business contacts outside the European Economic Area in order to further its business interests even where the country or territory in question does not maintain adequate data protection standards.

#### 8. INTELLECTUAL PROPERTY

8.1 The Consultant warrants to the Client that it has obtained from the Personnel a written and valid assignment of all existing and future Intellectual Property Rights in the Works and Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Personnel's statutory

moral rights in the Works, to the fullest extent permissible by law, and that the Personnel has agreed to hold on trust for the Consultant any such rights in which the legal title has not passed (or will not pass) to the Consultant. The Consultant agrees to provide to the Client a copy of this assignment on or before the date of this Agreement, if requested.

8.2 The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under this Agreement, the Consultant holds legal title in such rights and Inventions on trust for the Client.

8.3 The Consultant undertakes to the Client:

- 8.3.1 to notify to the Client, in writing, full details of all Works and Inventions promptly on their creation;
- 8.3.2 to keep confidential the details of all Inventions;
- 8.3.3 whenever requested to do so by the Client and in any event on the termination of the Agreement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;
- 8.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- 8.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client, and confirms that the Personnel has given written undertakings in the same terms to the Consultant.

8.4 The Consultant warrants that:

- 8.4.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;





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8.4.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

8.4.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party,

and confirms that the Personnel has given written undertakings in the same terms to the Consultant.

8.5 The Consultant acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant in respect of the performance of its obligations under this clause 8.

8.6 The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of the Client and at any time either during or after the Agreement, as may, in the opinion of the Client be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client and otherwise to protect and maintain the Intellectual Property Rights in the Works. The Consultant confirms that the Personnel has given written undertakings in the same terms to the Consultant.

8.7 The Consultant hereby irrevocably appoints the Client to be its attorney to execute and do any such instrument or thing and generally to use its name for the purpose of giving the Client or its nominee the benefit of this clause 8 and acknowledges, in favour of a third party, that a certificate in writing signed by any member of the Board that any instrument or act falls within the authority conferred by this clause 8 shall be conclusive evidence that such is the case.

8.8 The Consultant agrees to indemnify the Client and keep it indemnified at all times against any losses, damages, claims, costs or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions

supplied by the Consultant in the course of providing the Services.

### 9. CONFIDENTIAL INFORMATION

9.1 The Consultant shall not and the Consultant shall procure that the Personnel shall not, either during the term of this Agreement (except in the proper performance of its or their duties) or at any time (without limitation) after the termination of this Agreement:

9.1.1 divulge or communicate to any person, company, business entity or other organisation;

9.1.2 use for their own purposes or for any purpose other than those of the Client; or

9.1.3 through any failure to exercise due care and diligence cause any unauthorised disclosure of any trade secrets or Confidential Information relating to the Client or the Services.

These restrictions shall cease to apply to any information which becomes available to the public generally, otherwise than through the default of the Consultant or the Personnel.

### 10. OTHER ACTIVITIES

10.1 Nothing in this Agreement shall prevent the Consultant or the Personnel from being engaged, concerned or having any financial interest as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity, in any other business, trade, profession or occupation during the Term provided that:

10.1.1 such activity does not cause a breach of any of the Consultant's obligations under this Agreement; and

10.1.2 the Consultant shall not, and shall procure that the Personnel shall not, engage in any activity which amounts to a conflict of interest with the Services or from which it is reasonably foreseeable that a conflict of interest could arise; and

10.1.3 the Consultant shall not, and shall procure that the Personnel shall not, engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Client or the



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Services, without the prior written consent of the Client.

#### 11. TERMINATION

11.1 Subject to any prevailing provisions contained within the Statement of Works, either Party may at any time terminate this Agreement by giving written notice to the other of not less than 1 month.

11.2 The Client may, at any time and without prejudice to any rights or claims it may have against the Consultant, by notice in writing, terminate this Agreement immediately and without any liability to pay any remuneration, compensation or damages if:

11.2.1 the Consultant or the Personnel, after warning, commit any serious or persistent breach of their obligations hereunder and such breach is not remedied within 30 days; or

11.2.2 the Consultant is placed into receivership or administration or liquidation or enters into an arrangement with its creditors; or

11.2.3 there is any change in the legal status or the actual or effective ownership or control of the Consultant; or

11.2.4 the Consultant and/or the Personnel has been guilty of conduct which in the opinion of the Board tends to bring the Consultant or the Client into material disrepute; or

11.2.5 the Personnel is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or

11.2.6 the Consultant and/or the Personnel have been guilty of any serious negligence which has or is likely to have an adverse effect on the Client; or

11.2.7 the Consultant and/or the Personnel breach clause 4.15; or

11.2.8 Security Clearance for the Personnel can not be obtained within a reasonable time, such time to be at the absolute discretion of the Client or the Security Clearance for the Personnel is revoked; or

11.2.9 the results of the Criminal Record Check are not acceptable to the Client.

11.3 Any delay by the Client in exercising such rights of termination detailed in clause 11.2 shall not constitute a waiver of them.

11.4 The Consultant may, at any time and without prejudice to any rights or claims it may have against the Client, by notice in writing, terminate this Agreement immediately and without any liability to pay any remuneration, compensation or damages if:

11.4.1 the Client fails to pay any invoice properly submitted by the Consultant within 30 days after receipt by the Client;

11.4.2 the Client, after warning, commits any serious or persistent breach of this Agreement;

11.4.3 the Client is guilty of conduct tending to bring the Consultant or its Personnel into material disrepute; or

11.4.4 the Client acts or enters into a course of action which prevents the Consultant (through no fault of the Consultant) from providing the Services.

#### 12. EFFECTS AND CONSEQUENCES OF TERMINATION

12.1 The Consultant's engagement shall not continue at any time after it has been terminated by the Client, notwithstanding that the termination is before the expiry of the Term.

12.2 The expiration or earlier termination of this Agreement shall not affect:

12.2.1 such of its provisions as are expressed to operate or have effect afterwards; or

12.2.2 any right of action already accrued to either party, in respect of any breach of this Agreement, by the other party.

12.3 In the event of termination under Clause 11 above, the Client shall be liable for the payment of the Fees, on a proportionate basis, up to the date of actual termination.

12.4 All records in any medium (whether written, computer readable or otherwise) including accounts, documents, emails, drawings and private notes about



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the Client and/or the Services and all copies and extracts of them made or acquired by the Consultant, in the course of its engagement shall be:

12.4.1 the property of the Client;

12.4.2 used for the purpose of the Client only;

12.4.3 returned to the Client on demand at any time;

and

12.4.4 returned to the Client without demand promptly following the termination of the Consultant's engagement.

12.5 The Consultant shall return to the Client on or before the Termination Date, in good repair and condition, all other property belonging to the Client, in its possession or control.

12.6 The Consultant shall and shall procure that the Personnel, on or before the Termination Date, irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matters derived from such sources which is in its possession or under its control. Any Fees owing to the Consultant on the Termination Date may be withheld until it has complied with this clause 12.

### 13. WARRANTIES AND LIABILITIES

13.1 Except in respect of death or personal injury caused by the Client's negligence, the Client shall not be liable to the Consultant by reason of any representation or misrepresentation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Client, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services or its use or implication by the Consultant.

13.2 In any event, the Client limits its liability under this Agreement to payment of the Fees.

13.3 The Consultant shall be liable for any loss, liability or costs (including reasonable legal costs)

incurred by the Client in connection with or in consequence of the provision of the Services and shall accordingly maintain in force during the Term full and comprehensive insurance cover in respect of the provision of the Services, as per clause 4.8. The Consultant shall on request supply to the Client copies of such insurance policies and evidence that the relevant premiums have been paid.

### 14. NOTICES

14.1 Any notice given under this Agreement shall be in writing and may be served:

14.1.1 personally;

14.1.2 by registered or recorded delivery mail; or

14.1.3 by any other means which any Party specifies by notice to the others.

14.2 Each Party's address for the service of notice shall be its above mentioned address or such other address as it specifies, by notice, to the other.

14.3 A notice shall be deemed to have been served:

14.3.1 if it was served in person, at the time of service; or

14.3.2 if it was served by post, 48 hours after it was posted.

### 15. GENERAL

15.1 Neither Party shall publish notice of the appointment of the Consultant without the other Party's prior consent, such consent not to be unreasonably withheld or delayed.

15.2 This Agreement is in substitution for all previous contracts express or implied, between the Client and the Consultant, which shall be terminated by mutual consent from the Commencement Date.

15.3 This Agreement embodies the entire understanding of the Parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations, oral or written, express or implied, other than those contained in this Agreement.

15.4 The Consultant may not assign, transfer, sub-contract, or in any other way make over to any third





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party any of its rights or obligations under this Agreement.

15.5 No variation or amendment of this Agreement, or oral promise or commitment related to it, shall be valid, unless committed to writing and signed by or on behalf of both Parties.

15.6 Neither Party will be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters whatsoever of that nature arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, power shortage, explosion, earthquake, acts of God, flood, drought, or bad weather or the requisitioning or other act or order by any Government department, council or other constituted body.

15.7 This Agreement and the documents referred to in it are made for the benefit of the Parties and their permitted successors and assigns and are not intended to benefit, or be enforceable by, anyone else without the prior written approval of the Parties.

15.8 This Agreement 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.

15.9 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claim).

