

## ENGINE MEDIA STANDARD TERMS & CONDITIONS FOR MEDIA BUYING

These Engine Media Standard Terms and Conditions for Media Buying are entered into between Engine Media, a trading division of Engine Partners UK LLP (“Agency”) and its clients (“Advertiser”). This document, when incorporated into an insertion order, represents the parties’ common understanding for doing business.

### 1 Definitions and Interpretation

1.1 In this Agreement, the following words and phrases shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
Advertising	means all the Advertiser’s advertising for which Agency performs media buying and planning activity for the Advertiser under this Agreement;
Advertising Regulator	means Office of Communications (‘Ofcom’), Advertising Standards Authority (‘ASA’) and any other UK regulator or statutory and regulatory body relevant to the Advertising and Services;
Advertising Regulation	means any present or future code of practice, including the Broadcast Code of Advertising Practice (‘BCAP’) and the Code of Advertising Practice (‘CAP’), adjudication, decision, direction or rule of any Advertising Regulator and includes any modifications, amendments or extensions thereof in force from time to time;
Agency Background Materials	means the deliverables created or developed by the Agency prior to providing the Services, independently of the Services, or in the course of providing the Services but provided they are capable of generic application, and in which the Intellectual Property Rights are owned by Agency;
Agency Foreground Materials	means the deliverables created or developed by Agency on a bespoke basis for the Advertiser in the course of providing the Services;
Agreement	means this agreement, which is comprised of these Engine Media Terms & Conditions, and all Media Plans and SOW;
Advertiser Materials	means data, equipment, software, documents and any other materials or information owned by or licensed to the Advertiser that are provided by the Advertiser to Agency in connection with the provision of the Services;
Commencement Date	means the date on which this Agreement takes effect, as expressly stated in the Media Plan
Data Protection Legislation	means the law of England and Wales and within the EU specifically the EC Directive on the protection of individuals with regard to the processing of personal data and on the free movement of such data (95/46/EC) and all local laws or regulations giving effect to this Directive;
Engine Media Terms & Conditions	means these Engine Media Terms & Conditions;
Force Majeure Event	means circumstances beyond the reasonable control of a party to this Agreement, including (but not limited to) a labour dispute between a third party and its employees, failure in performance on the part of a Supplier, and malicious attacks;
Intellectual Property Rights	means the following rights, wherever in the world enforceable including all reversions and renewals:  (i) any patents including any applications for the same;  (ii) any trade marks (whether or not registered) including any applications for registration of the same;  (iii) inventions, discoveries, utility models and improvements whether or

not capable of protection by patent or registration;

(iv) copyright or design rights (whether registered or unregistered including where applicable any applications for the same);

(v) database rights;

(vi) any goodwill in any trade or service name, trading style or get-up; and

(vii) any and all other intellectual property or proprietary rights;

**Media Plan** from time to time, Agency and Advertiser may execute media plans (“Media Plans”) that will be approved by both parties. As applicable, each Media Plan will specify: (i) the type(s) and amount(s) of deliverables, (ii) the price(s) for such deliverables, (iii) the maximum amount of money to be spent pursuant to the Media Plan, and (iv) the start and end dates of the campaign. Other items that may be included are, but are not limited to, reporting requirements, and any special ad delivery scheduling and/or ad placement requirements.

**SOW** on occasion, Advertiser may wish to have a more detailed statement of work than what appears in the Media Plan. The SOW may be attached to the Media Plan or Engine Media Terms and Conditions, describing additional information related to the specific performance and terms.

**Services** means the services to be provided by the Agency to the Advertiser;

**Suppliers** means media owners, publishers, exchanges, platform providers, search engines, ad-servers, campaign partners and related technology and data providers, including, without limitation, affiliates of the Agency, Google, Yahoo and DoubleClick as well as online or other media research providers or social media platforms (e.g., Facebook, Twitter, Instagram, LinkedIn);

**Term** means the period from the Commencement Date until the termination of this Agreement;

**Third Party Materials** means any materials in any work created for the Advertiser by Agency which are owned and licensed by a third party;

**Working Day** means a day (other than a Saturday or a Sunday) on which the clearing banks in the City of London are open for business;

**Year** means each period of twelve consecutive months during the Term beginning with the Commencement Date and its anniversaries.

1.2 In this Agreement (except where the context otherwise requires) the clause headings are included for convenience only and shall not affect the interpretation of this Agreement, use of the singular includes the plural and vice versa and the use of any gender includes the other genders.

1.3 The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes any appendices and all Media Plans and SOWs.

1.4 In the event of any inconsistency between the terms of a Media Plan and the Engine Media Terms and Conditions, the terms of the Media Plan will prevail.

1.5 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended extended or re-enacted and to any subordinate legislation made from time to time under that provision.

## **2 Exclusive Appointment**

2.1 Where the Media Plan states that the Agency’s appointment is exclusive, the Advertiser agrees not to appoint any third party to provide the Services (or any similar services) during the Term of the Media Plan, and nor shall the Advertiser undertake such services on its own behalf.

### **3 Media Agency Services**

- 3.1 The specific terms of any campaign or project (including in relation to the fees payable) shall be agreed by the parties and set out in writing in a Media Plan.
- 3.2 Agency shall not in any way be responsible for:
- 3.2.1 the preparation, content, production or supply of copy for any of the Advertiser's Advertising;
  - 3.2.2 any terms of use, privacy policies or other terms or conditions;
  - 3.2.3 the implementation or administration of any promotions, competitions or prize fulfilment or monitoring of social media;
  - 3.2.4 user generated content or moderation or review;
  - 3.2.5 any materials once such materials are released or posted in the public domain as requested or approved by the Advertiser, including, without limitation, via seeding materials on social media (being any digital platform which allows individuals or businesses to post content for viewing by others) and/or video sharing websites or the use of internet-based "widgets" (and as such, Agency shall not be responsible for ensuring the accuracy of what any third party publishes or any other resulting third party acts or omissions),

except, in each case, where specifically agreed by the parties in a Media Plan.

### **4 Co-operation**

- 4.1 The Advertiser will give Agency clear briefings and ensure that all information and materials given to Agency for use in the course of the Services are accurate. Agency will co-operate fully with the Advertiser and use reasonable care and skill to make the Advertising as successful as is to be expected from a competent media agency. The Advertiser will help Agency do this by making available to Agency all relevant information and co-operating with Agency, and ensuring that its creative agencies and other communications suppliers also cooperate.
- 4.2 To the extent that the Advertiser does not fulfil its obligations under this Agreement, then (without prejudice to Agency's rights and remedies) Agency will be relieved of its obligations to the Advertiser to the extent that Agency is prevented from performing the Services in accordance with this Agreement and shall not be liable for any damages, costs, charges or losses sustained by the Advertiser arising directly from any failure of the Advertiser or its other suppliers or representatives to fulfil its obligations under this Agreement.

### **5 Dealings with Suppliers**

- 5.1 Agency acts in all its contracts as a principal at law.
- 5.2 The Advertiser acknowledges that all of Agency's dealings with Suppliers in placing orders shall be on the relevant Supplier's standard terms, which are non-negotiable. The Advertiser agrees that such Supplier's standard terms and the individual conditions and contracts entered into by Agency with Suppliers for the benefit of the Advertiser shall be binding on the Advertiser as if they were incorporated into this Agreement, and Agency shall have no liability to the Advertiser in respect of any act or omission of any Supplier, or for any discrepancy or non-conformance between the terms of this Agreement and the terms of its agreements with such Suppliers. Copies of the relevant terms and conditions and service level agreements shall be provided on request and the Advertiser shall not ask Agency to undertake any activity that may infringe them.
- 5.3 The Advertiser understands and acknowledges that a majority of Suppliers restrict users from engaging in certain activities and/or displaying certain content on or through the use of the Suppliers' services and/or require certain specific privacy disclosures. The Advertiser agrees to abide by such requirements and agrees that Agency is not responsible for any activities undertaken by the Advertiser, or that are approved by the Advertiser that violate such requirements. Further, the Advertiser agrees that it will ensure that its website(s) will feature an easy-to-understand privacy policy and, if applicable, any other privacy disclosures that are necessary to comply with all applicable laws and regulations (including any applicable industry self-regulations) generally, as well as any specific requirements of any Supplier.

### **6 Approvals and Authority**

- 6.1 Agency shall not make any media bookings on behalf of the Advertiser, nor shall it incur any third party expenditure for which the Advertiser shall be billed except messenger/delivery costs, without first obtaining

the Advertiser's approval to a purchase order (which may be raised by Agency or the Advertiser) for the estimated cost of such bookings or expenditure.

- 6.2 Approval may be made by email where necessary due to short deadlines, and in all other cases shall be given in writing and signed by a representative of the Advertiser, and both methods shall constitute "written approval".
- 6.3 The Advertiser's written approval of the Media Plan and any related estimates will constitute Agency's authority to make reservations and contracts for space, time and other facilities under the terms and conditions required by Suppliers. Agency may execute the Services through its affiliated companies, in its sole discretion.
- 6.4 Agency will advise the Advertiser promptly of any changes in the estimated cost of media or any changes in Media Plans or schedules.

## **7 Amendments to Work in Progress**

- 7.1 The Advertiser may request Agency to cancel or amend any and all Media Plans, SOW in progress. Agency will take all reasonable steps to comply with any such request provided that Agency is able to do so within its contractual obligations to Suppliers.
- 7.2 In the event of any such cancellation or amendment the Advertiser will reimburse Agency for any charges or expenses incurred by Agency beyond which Agency is committed in any Media Plan, SOW or these Engine Media Terms & Conditions. The Advertiser shall also pay Agency's remuneration covering the cancelled or amended Services as if such Services had been provided unamended, as well as any charges imposed on Agency by Suppliers arising from such cancellation or amendment.
- 7.3 The Advertiser recognises that Agency must be the party to action changes on any of the media activities being undertaken, and agrees not to make changes to any aspect of the Services without first notifying and seeking the permission of Agency. The Advertiser also acknowledges that if it makes any unauthorised changes, Agency cannot be expected to fulfil any performance based obligations, and cannot be held responsible for any adverse effects including any damages, loss, liability, costs and expenses that may result from such changes in providing the Services.

## **8 Remuneration and Payment**

- 8.1 Agency shall be entitled to remuneration in respect of the Services as set out in the relevant Media Plan and/or SOW.
- 8.2 Full payment in advance is required prior to Agency making any financial commitment to a Supplier on behalf of the Advertiser. Subject to this, and except as expressly stated to the contrary in a Media Plan, all of Agency's invoices are payable within 30 days of the date of invoice.
- 8.3 Agency will invoice the Advertiser in respect of the following approved costs incurred by Agency in performing the Services:
  - 8.3.1 trafficking and ad serving of on-line media;
  - 8.3.2 any travel expenses to and from the Advertiser's offices if further than a 5 mile journey;
  - 8.3.3 any applicable levies payable e.g. to the Advertising Standards Board of Finance ("ASBOF") and the Broadcast Advertising Standards Board of Finance ("BASBOF");
  - 8.3.4 bank charges, currency conversion charges and similar expenses including any foreign government tax; and
  - 8.3.5 any other item agreed between the parties in writing.
- 8.4 The nature of ad serving means that targets may be underdelivered or overdelivered and as such, all quoted costs are estimates only and are subject to reconciliation. Costs include routine reporting. Any additional non-routine reporting requirements are subject to additional fees.
- 8.5 The Advertiser will be responsible for all foreign exchange losses and all other costs incurred by Agency such as foreign exchange commissions or other banking charges.
- 8.6 All sums quoted in this Agreement are exclusive of VAT or other applicable sales tax, which will be payable in addition and included and itemised separately on Agency's invoices, where appropriate, at the rate prevailing from time to time.

- 8.7 If payment is not received from the Advertiser by the due dates for payment, Agency will be entitled to charge interest at the base rate of the Bank of England from time to time plus 4% on any unpaid balance from date due until payment is made in full. Interest will be calculated on a daily basis. The Advertiser shall reimburse Agency for any late copy charges and/or for any charges imposed on Agency because of late payment by the Advertiser.
- 8.8 In the event of Agency's credit insurers refusing, revising or withdrawing cover for the Advertiser, or if Agency is unable to obtain sufficient credit references in respect of the Advertiser, Agency reserves the right to revise its terms of payment and if necessary ask for payments in advance of media bookings and/or seek suitable guarantees from the Advertiser. If it is not possible to reach agreement on suitable revised terms Agency will have the right of termination set out in clause 13.3.

## **9 Ownership of Material**

- 9.1 Agency acknowledges that ownership of (including, without limitation, ownership of all Intellectual Property Rights in) any Advertiser Materials, shall remain vested in Advertiser or its licensors. Advertiser hereby grants Agency a non-exclusive licence during the term of the Agreement to use the Advertiser Materials solely for the purposes of providing the Services.
- 9.2 Subject to Agency receiving payment of all remuneration and other sums payable to it under this Agreement, Agency shall assign at the end of this Agreement to the Advertiser all of the Intellectual Property Rights in the Agency Foreground Materials capable of assignment, together with the right to sue for past infringement of the Intellectual Property Rights in the Agency Foreground Materials.
- 9.3 The Advertiser acknowledges that all Intellectual Property Rights in the Agency Background Materials shall be owned by and remain the property of and vested in Agency. Subject to Agency receiving payment of all remuneration and other sums payable to it under this Agreement, Agency grants the Advertiser a perpetual, non-exclusive, royalty-free licence to use the Agency Background Materials to the extent that they are required to be used in order for the Advertiser to use the Agency Foreground Materials. In the event of non-payment of any amount due to Agency under this Agreement, or termination of this Agreement howsoever this licence shall terminate forthwith.
- 9.4 The Advertiser acknowledges that ownership of (including, without limitation, ownership of all Intellectual Property Rights in) any Third Party Materials shall remain vested in such third party. Subject to Agency receiving payment of all remuneration and other sums payable to it under this Agreement, Agency shall take reasonable steps to procure a licence to use the Third Party Materials to the extent that they are required to be used in order for the Advertiser to use the Agency Foreground Materials.
- 9.5 Notwithstanding of the Advertiser's rights within this clause the Agency shall:
- 9.5.1 be able during and after the term of this Agreement to use any deliverables created by it for the Advertiser for the purpose of promoting its business; and
- 9.5.2 retain all know how obtained in connection with providing the Services and the and nothing in this Agreement shall prevent Agency from using any know how, methodologies, strategic data, ideas or concepts acquired before or during the performance of the Services for any purpose, subject always to the provisions of clause 10.

## **10 Confidential Information**

- 10.1 The parties acknowledge a duty not during or after the Term to disclose without the other's prior written permission any confidential information either concerning the other's business, its business plans, customers or associated companies or resulting from studies or surveys commissioned and paid for by the Advertiser, or, in the case of the Advertiser, any information concerning Agency's rates or pricing.
- 10.2 In particular, during and after the Term Agency acknowledges its responsibility to treat in complete confidence all the marketing and sales information and statistics relating to the Advertiser's business with which the Advertiser may supply Agency in the course of any work for the Advertiser.
- 10.3 From now on in this clause 10 "Information" will be used to describe the categories of information referred to in clauses 10.1 and 10.2.

- 10.4 Each party shall use its reasonable endeavours to ensure these obligations are observed by its own personnel and any third parties to whom Information has to be disclosed in order to enable that party to carry out its obligations under this Agreement.
- 10.5 For the avoidance of doubt, the restrictions in this clause shall not prevent:
- 10.5.1 the disclosure or use of Information in the proper performance of a party's duties under this Agreement;
  - 10.5.2 the disclosure of Information if required by law;
  - 10.5.3 the disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure.
- 10.6 The Advertiser acknowledges that nothing in this Agreement shall affect Agency's right to use as it sees fit any general marketing or advertising intelligence gained by Agency in the course of its appointment.

## **11 Warranties and Indemnities**

- 11.1 The Advertiser warrants that to the best of its knowledge information and belief all information supplied to Agency before and during the Term will be accurate and not in any way contrary to any applicable law.
- 11.2 The Advertiser agrees to indemnify Agency from and against all claims, damages, loss, liabilities, costs, expenses or judgment:
- 11.2.1 suffered by Agency which results from the use of any material including Advertiser Materials provided to Agency by the Advertiser (or any third party on the Advertiser's behalf) and incorporated into any deliverables or used generally to perform the Services; and
  - 11.2.2 arising out of or in connection with any third party demand, claim, action or allegation that use of the Advertiser Materials infringes the Intellectual Property Rights or any other right of a third party or is contrary to applicable law or any specific Supplier requirement which has been notified to the Advertiser.
- 11.3 The Advertiser confirms that it is expressly understood and agreed that in planning and buying the Advertiser's media activity, Agency shall use its reasonable endeavours to ensure the accuracy of all estimated and target figures relating to:
- 11.3.1 the number, proportion or type of people likely to be exposed to the Advertising;
  - 11.3.2 the number of exposures each person is likely to receive; and
  - 11.3.3 the cost of achieving these exposures.

Since these are matters which are ultimately beyond Agency's control, no warranties can be given by Agency as to the accuracy of such estimates/targets or as to the figures actually occurring and no liability shall attach to Agency in respect of any losses suffered by the Advertiser or by any third party by reason of the Advertiser's reliance on such estimates/targets.

## **12 Limitation of Liability**

- 12.1 Nothing in this Agreement shall exclude or in any way limit the parties' liability for fraud, or for death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 12.2 Subject to clause 12.1:
- 12.2.1 Agency's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total remuneration paid or payable to Agency hereunder during the preceding 12 months; and
  - 12.2.2 Agency will not be liable under this Agreement for any:
    - 12.2.2.1 loss of actual or anticipated income or profits, loss of contracts, loss of or corruption to data; or
    - 12.2.2.2 special, indirect or consequential loss or damage of any kind

in each case, howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

- 12.3 This Agreement states the full extent of Agency's obligations and liabilities in respect of the Advertising and the performance of the Services. The parties agree that any condition, warranty representation or other term concerning the Advertising and/or the performance of the Services which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

### **13 Termination**

- 13.1 Either party may terminate this Agreement for convenience by service of one month's written notice to the other.
- 13.2 Either party may terminate this Agreement forthwith by notice in writing to the other if the other party:
- 13.2.1 is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
  - 13.2.2 an order is made or a resolution is passed for the winding up of the other party or the other party has a receiver or administrator appointed of the whole or any part of its assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitles the Court to make a winding up or administration order or if the other party is unable to pay its debts; or
  - 13.2.3 ceases, or threatens to cease, to carry on business.
- 13.3 Agency shall be entitled forthwith to terminate this Agreement by written notice to the Advertiser if Agency is unable to obtain normal credit insurance in respect of the Advertiser and advance payments or acceptable guarantees have not been made available by the Advertiser within 30 days after Agency's written request. During the period between Agency's request for advance payments or suitable guarantees and the earlier of either the Advertiser providing them or the end of the Term, all Agency's obligations in relation to the booking of media shall be automatically suspended, as will any other obligation to enter into any commitments involving significant expenditure as principal on the Advertiser's behalf.
- 13.4 The parties' rights, duties and responsibilities shall continue in full force during any agreed period of notice and, the Advertiser shall pay all sums due in respect of work done, and remuneration due and expenditure committed by Agency until the end of the Term.

### **14 Advertising Standards**

- 14.1 Both parties shall comply with applicable law and Advertising Regulations.
- 14.2 For the avoidance of doubt Agency is not responsible for late delivery of the Advertising provided by a third party creative agency or for advising the Advertiser about compliance issues.
- 14.3 The Advertiser shall inform Agency without delay if the Advertiser discovers that any Advertising is false or misleading or in any way contrary to law or to any applicable code or Advertising Regulation.

### **15 Data Protection**

- 15.1 Each party warrants to the other that it is and will continue to be appropriately notified under the terms of any applicable Data Protection Legislation and any other relevant data protection laws, legislation and regulation in the United Kingdom.
- 15.2 Where Agency processes personal data (as defined in Data Protection Legislation) on behalf of the Advertiser, then Agency shall:
- 15.2.1 process such data solely in accordance with the Advertiser's instructions from time to time (consistent with its duties under such Data Protection Legislation);
  - 15.2.2 adopt and maintain appropriate security measures for processing data, both in terms of the technology used and how it is managed.

**16 Waiver**

16.1 The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

**17 Force Majeure**

17.1 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by a Force Majeure Event.

17.2 The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage to the Services and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.

**18 Non-solicitation**

18.1 The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation or otherwise and whether directly or indirectly during or for a period of 12 months from the end of the Term solicit or entice away or attempt to solicit or entice away (or authorise the taking of any such action by any other person) any key executive of the other party who has worked on the Advertising at any time during the last 12 months of the Term.

**19 Severance**

19.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

**20 Assignment**

20.1 Neither party shall assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed.

**21 Third Party Rights**

21.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**22 Entire Agreement**

22.1 This Agreement and the documents referred to in constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

22.2 The parties agree that neither of them have been induced to enter into the Agreement in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in this Agreement as a warranty. The only remedy available to the parties for breach of the warranties shall be for breach of contract under the terms of this Agreement and the parties unconditionally and irrevocably waive any other claims, rights or remedies that may otherwise be available. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

22.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**23 Notices**

23.1 Any notice, invoice or other communication which either party is required by this Agreement to serve on the other party shall be sufficiently served if sent to the other party at its specified address on the Media Plan or such other address as is notified to the other party in writing) as follows:

23.1.1 by hand; or

23.1.2 by registered or first class post or recorded delivery; OR

23.1.3 by email.

23.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.

## **24 Dispute Resolution**

24.1 If any claim or dispute arises under or in connection with this Agreement, the parties will attempt to settle such claim or dispute by negotiation.

24.2 If any claim or dispute cannot be settled by negotiation within 21 days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties shall, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

24.3 If the parties have not settled any claim or dispute by mediation within 42 days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with clause 25.

## **25 Governing Law and Jurisdiction**

25.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

25.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement, whether contractual or not.