

COMMERCIAL TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these General Terms and Conditions:

Administrator User means an Authorised User with administrative privileges in respect of the Customer's account (as designated by the Supplier).

Agreement to Purchase means the agreement signed between the Supplier and the Customer setting out, among other things the specific Services purchased Subscription Fees and the Initial Subscription Term.

Acknowledgement of Order means an acknowledgement of the Customer's order issued by the Supplier.

Authorised Users means those employees or contractors of the Customer only, who are authorised by the Customer in accordance with clause 2, to use the Services and any ancillary documentation, in respect of whom the Customer has purchased a User Subscription.

Bespoke Services means the creation and supply to Customer, by Supplier of eLearning course or other named materials, which conform to the Customer's requirements as documented in the Statement of Work.

Business Day means 09.00 to 17.00 GMT on any day which is not a Saturday, Sunday, bank or public holiday in the United Kingdom.

Commencement Date means the date as set out in Clause 1.2.

Confidential Information means in relation to either party, any or all information of a confidential nature (whether in oral, written or electronic form) including trade secrets and information of commercial value known and belonging to that party and concerning its business, suppliers, customers, products or services (including without limitation the Software, Products and their ancillary documentation) and any other information which the recipient knows or is notified or has reason to believe is confidential to the disclosing party.

Contract means the contract between the Supplier and the Customer for the supply of the Services in accordance with these T&Cs and any applicable Agreement to Purchase.

Customer means the organisation (inclusive of their known subsidiaries and affiliates) which has purchased User Subscriptions from the Supplier from time to time, as specified in the Agreement to Purchase or otherwise.

Customer Data means all content, including text, sound, video image files that are provided and uploaded by, or on behalf of, the Customer, its Authorised Users, or (if applicable) the Supplier (or its sub-contractors) through use of the Supplier's platform. Customer Data does not include personal data within the meaning of data protection legislation.

Customer Equipment means a functioning hardware system and software facilitating access to a modern internet browser, namely latest versions of Google Chrome, Mozilla Firefox, Safari or MS Edge, as well as anything else specified by the Supplier from time to time.

Data Processing Agreement (DPA) means a supplemental agreement between the Supplier and the Customer which sets out the additional terms, requirements and conditions on which the Supplier will process personal data on behalf of the Customer when providing Services under the Contract. The DPA is accessible [here](#).

Initial Subscription Term means the initial subscription term of 12 months beginning on the Commencement Date (or such other period as the Supplier may agree in writing with the Customer either in the Agreement to Purchase or otherwise).

Intellectual Property Rights (IPRs) means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.

Payment Terms means the payment terms set out in the Agreement to Purchase or in these T&Cs.

Purpose means the Authorised Users accessing and using the Services in accordance with this Contract and for their benefit and the benefit of the Customer only.

Renewal Period means rolling terms of 12 months (or such other period as the Supplier may agree in writing with the Customer either in the Agreement to Purchase or otherwise).

Services means the subscription services provided by the Supplier to the Customer under this Contract and making them available for access to Authorised Users via the Supplier's platform using the Customer Equipment, and as more specifically described in the applicable Agreement to Purchase or otherwise. Services meaning includes the use of SCORM transfer and/or MetaLearning Fusion eLearning files in Customer's Learning Management System (LMS) when compatible, on a licensed basis, only for the duration of the Subscription Term.

Service Charges means the service charges as set out in the Supplier's Support Services Policy, in respect of any customised services requested by the Customer (in addition to the Supplier's standard customer support services).

Software means the MetaCompliance® software applications provided by the Supplier as part of the Services.

Specifications means a Services description as provided by the Supplier and available [here](#).

Statement of Work means an additional schedule to these T&Cs which upon signature shall together with these T&Cs form the Contract between the Customer and Supplier. Each Statement of Work shall be assigned an identifiable service schedule number ("SSN").

Subscription Fees means the subscription fees payable by the Customer to the Supplier for the User Subscriptions as set out in these T&Cs and any applicable Agreement to Purchase.

Subscription Term means, in respect of each User Subscription, the term beginning on the Commencement Date, and continuing for the Initial Subscription Term, and any Renewal Periods (subject to clause 14.3), unless and until this Contract is terminated in accordance with its terms.

Supplier means MetaCompliance Limited (company number NI049166) whose principal office is at 180 Piccadilly, London, W1J 9HF

Support means the support services which are provided by the Supplier in relation to each Administrator User, for the relevant Subscription Term, and made available in accordance with the Support Services Policy. Remote access must be provided by the Customer to allow the Supplier access to the Customer Equipment for emergency fixes. Support queries may only be raised by Administrator Users. The Supplier may also provide online support resources for Authorised Users.

Support Services Policy means the Supplier's policy available [here](#) for providing support in relation to the Services made available to the Customer by the Supplier on request.

Term means the term of this Contract as defined in clause 14.1;

T&Cs means these General Terms and Conditions; and

User Subscription(s) means the subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services in accordance with this Contract.

1.2 The Customer's order shall be deemed accepted when the Supplier issues a written Acknowledgement of Order at which point the Contract shall come into existence (**Commencement Date**).

1.3 These T&Cs were most recently updated on 1st May 2022. They will apply to new Contracts from that date unless an amendment has been agreed in writing and signed by both parties. If you are already a Customer these T&Cs will apply upon the commencement of your next Renewal Period, the receipt of a Purchase Order or upon signing a subsequent Agreement to Purchase after the 1st May 2022 unless an amendment has been agreed in writing and signed by both parties.

1.4 These T&Cs apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.5 In the event of any inconsistency or conflict between any provision contained in an applicable Agreement to Purchase and any provision contained in these T&Cs, the provision in the Agreement to Purchase shall take precedence and the provision in these T&Cs shall take precedence over any provision contained in the schedules or appendices or other documents not expressly incorporated herein.

2. USER SUBSCRIPTIONS

2.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term for the Customer's internal business operations on the following terms.

2.2 In relation to the Authorised Users, the Customer undertakes that: (a) it shall be responsible for compliance by Authorised Users with these T&Cs, and that the restrictions on the Customer set out within these T&Cs shall, unless the context requires otherwise, equally apply to any such persons; (b) each User Subscription is entirely individual, assigned by name, email address and protected by an individual password; (c) it will not allow any User Subscription to be used or shared by more than one individual Authorised User unless it has been transferred in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services; (d) each Authorised User shall keep his password confidential; (e) it shall maintain an up to date list of current Authorised Users and provide such list to the Supplier within 10 Business Days of the Supplier's written request at any time; (f) it shall permit the Supplier to audit the Services in order to establish the number of User Subscriptions is within the Contract limits. Such audit may be conducted no more than once per quarter, shall be non-intrusive and not interfere with the use of the Services; (g) if any of the audits referred to in clause 2.2 (f) reveal that the Customer has underpaid Subscription Fees to the Supplier the Customer shall pay to the Supplier an amount equal to such underpayment (as calculated in accordance with clause 3.2 below) within 30 Business Days of the date of the relevant audit; and (h) if any of the audits referred to in clause 2.2(f) reveal that access has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such access and the Supplier shall not allow access to any such individual.

2.3 The Customer shall not, and shall not allow its Authorised Users to, access, upload, store, distribute or transmit any malware, or any material

onto the Supplier's platform during the course of their use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property; and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

- 2.4 The Customer shall not: (a) other than as permitted by law and these T&Cs, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or its content in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Services in order to build a product or service which competes with the Services; or (c) use the Services to provide services to third parties other than Authorised Users; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; or (f) interfere with or disrupt the integrity or performance of the Services or third party data contained therein; or (g) attempt to gain unauthorised access to the Services or their related systems or networks.
- 2.5 The Customer shall use its best endeavours to prevent any unauthorised access to, or use of, the Services and/or its content and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3. ADDITIONAL USER SUBSCRIPTIONS

- 3.1 Subject to clause 3.2, the Customer may, from time to time during the Subscription Term, purchase additional User Subscriptions.
- 3.2 The Customer shall, within 30 days of the invoice receipt, pay to the Supplier the relevant fees for such additional User Subscriptions and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated.

4. SERVICES

- 4.1 The Supplier shall, during the Subscription Term deliver the Support and the Services to the Customer on and subject to these T&Cs.
- 4.2 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services on Business Days in accordance with the Supplier's Support Services Policy.
- 4.3 For any customised and enhanced services required by the Customer, the Supplier shall charge the Customer additional Service Charges in accordance with any pricing proposal or Agreement to Purchase provided.
- 4.4 The Supplier may, from time to time at its discretion, generally upgrade and improve the Services and Software as it sees fit and the Customer acknowledges that such upgrades and improvements may affect its use of the Services. Any specific upgrades requested by the Customer are chargeable by the Supplier in accordance with any pricing proposal or Agreement to Purchase provided.
- 4.5 The Supplier will provide hosting service and store all Customer Data and any personal data on behalf of the Customer in the cloud. The hosting is an intrinsic part of the Services offered by the Supplier, subcontracted to Microsoft Azure and limited to these terms and conditions: <https://www.microsoft.com/en-us/licensing/product-licensing/products>.

5. DEVELOPMENT OF BESPOKE SERVICES

- 5.1 If the Services include the provision of Bespoke Services then the following provisions shall apply.
- 5.2 If not already agreed and documented in the Statement of Work, the parties shall develop and agree the Specification of the Services. Supplier shall have no obligation to produce the Bespoke Services until the Specification within the Statement of Work is agreed and documented.
- 5.3 In the case of any conflict between these T&Cs and the agreed Statement of Work, the Statement of Work shall take precedence.

6. SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier warrants that the Services shall be performed with reasonable skill and care and that the Software shall operate materially as described in the Specifications.
- 6.2 If the Services or Software fail to conform materially with the above warranty (a **service defect**), the Customer shall notify the Supplier promptly with full details (the **warranty claim**). The Customer shall cooperate in good faith with the Supplier in the process of investigating and seeking to remedy the service defect.
- 6.3 Once the Supplier has validated the warranty claim, it shall (at its option):
(a) fix the service defect;
(b) create a workaround for the service defect that has no material impact on the operation or quality of the Service or Software; or

- (c) terminate the Contract on written notice to the Customer, refunding to the Customer all Subscription Fees paid up to the date of termination minus a pro rata sum for the fees paid up to the date when the warranty claim was notified to the Supplier.

- 6.4 A warranty claim shall be invalidated to the extent that the service defect is caused by use, configuration or modification of the Service or Software by Customer (or an unauthorised third party) other than in accordance with the Specifications provided by the Supplier.

- 6.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall: (a) at its cost, provide the Supplier with all necessary co-operation in relation to this Contract, and all necessary data and access to information as may be required by the Supplier, its agents or contractors, in order to render the Services, including but not limited to applicable specifications, data management decisions, approvals, security access information and configuration services; (b) comply with all applicable laws and regulations with respect to its activities under the Contract; (c) carry out all other Customer responsibilities set out in these T&Cs in a timely and efficient manner. In the event of any delays, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary; (d) ensure that the Authorised Users use the Services in accordance with these T&Cs and shall be responsible for any Authorised User's breach of the Contract; (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the Contract, including without limitation the Services; (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; (g) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links, and maintaining appropriate Customer Equipment; (h) provide a single main point of contact who can address questions or issues relating to the Services, provide timely feedback and review any changes to the Services; and (i) be solely responsible at its own cost for generating Customer Data required to utilise the Services and for uploading all such content and data onto the Supplier's platform.

8. CHARGES AND PAYMENT

- 8.1 The Customer shall pay the Subscription Fees (and any Service Charges, or other charges specified or agreed) to the Supplier in accordance with these Payment Terms. Invoices are payable within 30 days of invoice receipt, unless otherwise agreed in writing by the Supplier.
- 8.2 If the Supplier has not received payment for any Subscription Fees in accordance with these T&Cs, and any Services Charges within 10 days after the due date, without prejudice to any other rights and remedies of the Supplier: (a) the Supplier may, without liability to the Customer, disable the Customer's and any Authorised Users' passwords, accounts and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) the Customer shall pay the interest on the overdue amounts in accordance with the prevailing statutory rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount.
- 8.3 All amounts and fees stated or referred to in the Contract: (a) shall be payable in the currency detailed in the Pricing Proposal or Agreement to Purchase; (b) are non-cancellable and non-refundable (except as otherwise provided in these T&Cs); (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate where applicable.
- 8.4 Any on-site support required by the Customer and agreed by the Supplier will be chargeable at the Supplier's then prevailing standard daily rates in accordance with the Supplier's Support Services Policy.

9. PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that the Supplier and/or third parties own the Intellectual Property Rights (IPRs) in the Services, Software and its content. Except as expressly stated herein, these T&Cs do not grant the Customer any rights to IPRs in respect of the Services, Software and its content.
- 9.2 The Customer shall own all rights, title and interest in all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and the means by which it acquired such Customer Data.
- 9.3 The Supplier shall use reasonable endeavours to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.
- 9.4 The Supplier shall not modify, disclose or access Customer Data except: (a) as required by law; (b) as expressly permitted by the Customer; (c) to contact the Customer or Authorised Users; (d) to provide the Services; (e) to address technical problems or issues with the Services; or (f) at the Customer's request when providing Support.

- 9.5** In the event of any loss of or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use its reasonable endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier (or its hosting provider, as appropriate according to the nature of the Customer Data which has been lost or damaged).
- 9.6** If the Supplier processes any personal data on the Customer's behalf when performing its obligations under the Contract the Customer shall be the data controller and the Supplier shall be a data processor and the parties shall be deemed to have entered into the Data Processing Agreement (DPA) as detailed [here](#), unless a separate DPA signed by the parties is in place.
- 10. CONFIDENTIALITY**
Each party shall maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information (or permit any third party to do so) other than as strictly necessary for the performance of its rights and obligations under the Contract. The provisions of this clause shall not apply to any information which: (a) is or comes into the public domain without breach of this agreement; or (b) was in the possession of the receiving party prior to receipt from the disclosing party without an obligation of confidence; or (c) was obtained from a third party free to divulge such information; or (d) is required to be disclosed by law or by any legal, regulatory or administrative body.
- 11. EXPORT CONTROLS**
11.1 Each party shall comply with laws and regulations applicable to its obligations under the contract, and the other party has a duty to cooperate in good faith and using its reasonable endeavours in support of such compliance.
- 12. INDEMNITY**
12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with its and/or the Authorised Users' misuse of the Services or claims incurred by the Supplier due to the Customer's use of the Services in breach of the Specification provided by the Supplier.
12.2 The Supplier shall, subject to clause 12.4 and 12.5 defend the Customer against any claim that the Software itself infringes any UK or EU patent effective as of the Commencement Date and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that: (a) the Supplier is given prompt notice of any such claim; (b) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and (c) the Supplier is given sole authority to defend or settle the claim.
12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract subject to repayment of the balance of any Subscription Fees paid in advance for the remaining Subscription Term.
12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services by anyone other than the Supplier; or (b) the Customer's use of the Services in a manner contrary to the Purpose and Specification given to the Customer by the Supplier; or (c) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or (d) the use of any trademark or copyright was referred to within the Software as being at the Customer's own risk of use.
12.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any IPRs. The Customer agrees that it shall otherwise use the Services and Software at its own risk and hold the Supplier harmless from any claim in respect of a third party IPR infringement that may be brought against the Customer.
- 13. LIMITATION OF LIABILITY**
13.1 This clause 13 sets out the entire financial liability of the Supplier to the Customer for any breach of the Contract, use made by the Customer of the Services or Software or for any other legal default arising in connection with the Contract.
13.2 Except as provided expressly in these T&Cs: (i) all warranties and other terms implied by law or statute are excluded to the fullest extent permitted by applicable law; and (ii) Customer assumes sole responsibility for the results obtained by it from use of the Services and Software.
13.3 The Supplier's total aggregate liability under or in connection with the Contract to the Customer, inclusive of known subsidiaries and affiliates, shall be limited to the total Subscription Fees paid for the User Subscriptions during the period of 12 months immediately preceding the date on which the relevant claim arose.
- 13.4** Subject to the next provision, the Supplier shall not be liable under or in connection with this Contract for any indirect, special or consequential losses, nor for loss of profit, goodwill or business opportunity.
- 13.5** Nothing in these T&Cs shall limit the Supplier's liability for death or personal injury caused by negligence, fraud or any other liability that may not be limited according to applicable law.
- 14. TERM AND TERMINATION**
14.1 The Contract shall come into force on the Commencement Date and shall (unless terminated earlier in accordance with these T&Cs) continue in full force and effect until the end of the Subscription Term.
14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if: (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or (b) the other party ceases or threatens to cease to trade, or become insolvent, has a receiver or administrator appointed over the whole or any part of its assets or business, makes any arrangements with its creditors, or an order or resolution is made for its dissolution or liquidation, or takes or suffers any similar or analogous procedure, event or action in any jurisdiction.
14.3 The Subscription Term shall automatically renew after the Initial Subscription Period and over each Renewal Period unless and until either party gives notice to the other in writing (including by email) that it does not wish the Contract to continue beyond the then current Renewal Period. Such notice shall not expire earlier than the end of the Initial Subscription Term or subsequent Renewal Period. In order to prevent the automatic renewal of the Services, three months' notice of termination for convenience must be provided in advance of the anniversary of the Subscription Term in writing to the Supplier by email to: finance@metacompliance.com and in accordance with clause 15.8 below.
14.4 On expiry or termination of the Contract for any reason: (a) all licences granted under the Contract shall immediately terminate, even if the Initial Subscription Term or Subscription Term is defined as "perpetual" in, or if no expiration date is specified in the Agreement to Purchase; (b) each party shall make no further use of any Confidential Information belonging to the other party; and (c) the accrued rights of the parties as at expiry or termination, or the continuation after expiry or termination of any provision expressly stated to survive (including, without limitation, clauses 1, 9, 10, 12.1, 13.3, 14.4 and 15) or implicitly surviving termination, shall not be affected or prejudiced; and (d) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession within 90 days following expiration or termination of the Contract.
- 15. GENERAL**
15.1 The Supplier shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations, or from carrying on its business, by events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for more than 3 (three) months, the Customer may terminate the Contract by giving 6 (six) weeks' notice to the Supplier.
15.2 A waiver of any right or remedy is only effective if it is in writing and shall not be deemed a waiver or any subsequent breach or default.
15.3 If any provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the Contract.
15.4 These T&Cs and the applicable Agreement to Purchase constitute the entire agreement between the parties and supersede and extinguish all previous understandings between them, whether written or oral, relating to the Contract.
15.5 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.
15.6 Nothing in these T&Cs is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
15.7 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. No one other than a party to the Contract shall have any right to enforce any of its terms.
15.8 Any notice given in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified in writing, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service or sent by email to the other party's email address as set out in the applicable Agreement to Purchase. The Supplier's address for service is Third Floor Old City Factory 100 Patrick Street, Londonderry BT48 7EL, Northern Ireland.
15.9 The Contract 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. 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 the Contract or its subject matter or formation (including non-contractual disputes or claims).

- 15.10** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until it has attempted to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 15.11** The Agreement to Purchase may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement.
- 15.12** No variation of these T&Cs or the Agreement to Purchase shall be effective unless it is in writing and signed by authorised representatives of each of the parties.