

**1. DEFINITIONS**

1.1. The words below are agreed to mean as follows:

Change	shall mean any change requested to the Services or Production, whether based on a change to the Events, Event Format, Venue, Production Treatment, Web Designs, App, Source Code, the Production Schedule or the Production Period, and shall include any change to the Delivery Date.
Change Procedure	shall mean the procedure relating to Changes set out at clause 6 of this Agreement.
Client	shall mean the person (including a corporate body) to whom the quote, proposal, order or other document that these Terms are attached or enclosed with is addressed.
Client Materials	shall mean such materials as are provided to the Company by the Client, including any third party material which the Client requests that the Company incorporates into the Production.
Commencement Date	shall mean the commencement date set out in the Statement of Work.
Company	shall mean Procreation UK Limited, a company registered in the UK with number 04837576 of Hampton Studios, 59 Hampton Road, Teddington, Middlesex, TW11 0LA, United Kingdom or of such other address as the Company shall notify the Client from time to time.
Contract Price	shall mean the sum set out in the Statement of Work due to the Company for the Services and the Production.
Delivery Date	shall mean the delivery date for the Production stated in the Proposal.
Events	shall mean the events or virtual events identified in the Statement of Work for which the Services are to be provided.
Event Format	shall mean the format of the Events as set out in the Proposal including but not limited to the timing, script and design of the Events.
Expenses	shall mean such costs relating to the Services or the Production as are incurred by the Company in accordance with clause 4 of this Agreement.
Prescribed Purposes	shall mean the purposes set out in the Proposal or if nothing is set out in the Proposal shall mean "as the Client sees fit".
Production	shall be the event, virtual event, live stream, webcast, film, video, sound recording, website, app or other deliverable to be produced by the Company as identified in the Proposal.
Production Period	shall commence on the Commencement Date and shall continue throughout and in accordance with the Proposal culminating in delivery of the production on the Delivery Date.

Production Schedule	shall mean the agreed dates, times and locations of making the Production as set out in the Proposal.
Production Treatment	shall mean the synopsis of the Production contained in the Proposal.
Proposal	shall mean all documents setting out the agreement between the parties relating to the delivery of the Services and creation of the Production prior to and including the document in which agreement is reached on the services and deliverables to be provided and the price to be paid to the Company, but shall not include any standard terms and conditions supplied by the Client, the operation of which is expressly excluded.
Services	shall mean the services as set out in the Proposal that the Company is to provide to the Client at Events.
Source Code	shall mean the computer program written language used to deliver digital Web Designs and Web Apps by the Company to the Client
Venue	shall mean any locations to which the Company requires access to enable the Company to provide the Services.
App 'Application'	shall mean programs created and owned by the Company used to provide digital functionality to services provided to the client as contained in the Proposal.
Web Designs	shall mean the visual layout and look contained in the Proposal.

- 1.2. Where the context so admits or requires, words denoting the singular include the plural and vice versa;
- 1.3. Where the context so admits or requires, words denoting the masculine shall include the feminine and vice versa;
- 1.4. References to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time (whether before or after the date of this agreement) and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.
- 1.5. The clause headings in this Agreement are for information only and do not form part of this Agreement. The appendices form part of this Agreement and shall have the same full force and effect as is expressly set out in the body of this Agreement.

**2. SERVICES AND PRODUCTION**

- 2.1. The Company shall, in consideration of the Contract Price, provide the Services at the Events and produce the Production in accordance with the Production Treatment and Production Schedule.

**3. PAYMENT**

- 3.1. The Client shall pay to the Company the Contract Price within 72hrs of the Company sending the Client invoices in respect of the Contract Price as the Contract Price or part of the Contract Price becomes due.
- 3.2. The Company shall be entitled to invoice the Client in respect of the Contract Price in the following proportions at the following stages:
- 3.2.1. Stage one: 50% on confirmation of project;
- 3.2.2. Stage two: 25% 30 days prior to event date;
- 3.2.3. Stage three: 25% plus any additional costs incurred, 7 days prior to the event date.
- 3.3. All invoices issued in accordance with this Agreement shall be paid within 72hrs of their receipt by the Client and in advance of the first event date.
- 3.4. Payment of Stage one invoice constitutes commissioning of the contract. If there is any delay in payment of invoices this could potentially impact the project start date. The Company shall not be held liable for any consequences financial or otherwise due to this delay.
- 3.5. The Company shall be entitled to charge interest on any overdue payment at the rate of 4% over National Westminster Bank's base rate prevailing at the time and shall be entitled to such reasonable costs as it incurs in the collection of such overdue payments.

**4. EXPENSES**

- 4.1. The Company shall be entitled to payment in respect of any expenditure it incurs in relation to the Services or the Production where such expenditure is related or ancillary to the Services or the Production ("Expenses").
- 4.2. Where any expenditure on a single item is more than £500 (or an unreasonable amount that is not reflective of the particular project), in order for that item to be deemed as Expenses for the purposes of this Agreement, the Company shall obtain the prior consent of the Client before incurring that expenditure.
- 4.3. Where the total amount of expenditure related or ancillary to the Services or Production is more than £5000 (or an unreasonable amount that is not reflective of the particular project) in order for any expenditure related or ancillary to the Production in excess of the amount of £5000 to be deemed as Expenses for the purposes of this Agreement, the Company shall obtain the prior consent of the Client.
- 4.4. In order to be entitled to the payment of Expenses in accordance with clause 3.2.2, the Company shall retain all such receipts related to those expenses and shall, for a period of not less than 30 days following the Delivery Date, make such receipts available to the Client within 14 days of the Client's written request for those receipts.

**5. CLIENT'S OBLIGATIONS**

- 5.1 The Client shall ensure that Events proceed in accordance with the Event Format and shall notify the Company to any change in the Event Format in accordance with the Change Procedure in clause 6.
- 5.2 The Client shall keep the Company updated with all contracts and arrangements affecting Events whether or not they constitute a Change.
- 5.3 The Client shall ensure that the Company is granted access to the materials and/or venues as is required by the Company to provide the Services.
- 5.4 The Client shall ensure that all third parties involved in the provision of the Events and in particular any staff operating the Venue are fully aware of the requirements of the Company necessary to provide the Services.
- 5.5 The Client shall ensure that it follows the system requirements set out by the Company which can be found at <https://procreation.co.uk/system-requirements/>. Failure to comply with the recommended System Requirements may result in poor or non-performance of Services which the Company will not be held liable or at fault.

**6. CHANGES IN THE SERVICES OR PRODUCTION DURING THE AGREEMENT**

- 6.1. In the event that the Client requires any Change, it shall give the Company written notice of that Change. In that written notice of Change, the Client shall confirm whether, during the operation of the Change Procedure, the Company shall continue to provide the Services in accordance with the Event Format and produce the Production in accordance with the Production Schedule or whether the Company shall cease to work on the Events or Production. In the event that the Client does not indicate that the Company is to cease work, the Company shall continue to provide the Services in accordance with the existing Event Format and produce the Production in accordance with the existing Production Schedule.
- 6.2. The Company shall, within 14 days of receipt of the Client's written notice of the request for a Change, send the Client a document setting out any amendments to the Services, Event Format, Venue, Production Treatment, Production Schedule, Production Period, Delivery Date and Contract Fees as it deems would be caused by such Change.
- 6.3. The Client shall, within 14 days of receipt of the Company's notice given in accordance with clause 6.2, decide whether to accept any such amendments to the Services, Event Format, Venue, Production Treatment, Production Schedule, Production Period, Delivery Date and Contract Fees and to continue on the basis of the Change, or whether to revert to the original Services, Event Format, Venue, Production Treatment, Production Schedule, Production Period, Delivery Date and Contract Fees to the extent that such reversion is possible.
- 6.4. In the event that the Client instructs the Company to cease to provide the Services in accordance with the Event Format or produce the Production in accordance with the Production Schedule, and subsequently instructs the Client not to carry out the change requested, the Client acknowledges that it will be liable for any additional costs occasioned by the cease in work or production, and further acknowledges that the Company shall be entitled to make any and all such amendments to the Services, Event Format, Production Treatment, Production Schedule,

Delivery Date, Production Period and Contract Price as are necessary as a result of the instruction to cease production.

- 6.5. In the event that the Client does not respond within 14 days of receipt of the Company's notice given in accordance with clause 6.2 then the Company will be entitled to continue on the basis of the Change or to revert to the original Services, Event Format, Production Treatment, Production Schedule, Production Period, Delivery Date and Contract Fees to the extent that such reversion is possible at the sole election of the Company.
- 6.6. Nothing in the Change Procedure shall act to change or cancel the operation of these Terms and in particular no further terms and conditions introduced by the Client during the Change Procedure shall have effect.

## **7. COPYRIGHT AND OTHER RIGHTS**

- 7.1. In consideration of the payment of the Contract Price, the Company hereby grants the Client a non-exclusive, royalty free perpetual license to use the Production for the Prescribed Purposes.
- 7.2. In the event that the Client requires use of the Production outside of the Prescribed Purposes, the Client shall make a request in respect of such use to the Company in writing. The Company shall be entitled to approve or decline any such request at its absolute discretion.
- 7.3. Without prejudice to any rights in the Client Materials, whether those rights are owned by the Client or a third party, the Client acknowledges that the Company retains all rights in the Production, including all present and future copyright in the Production and all other rights to copy, perform in public, offer to the public or otherwise deal in the Production whether in existence now or created in the future.
- 7.4. The Client hereby grants the Company a non-exclusive, royalty free, perpetual license to copy, perform, issue to the public and to otherwise use the Client Materials for any purposes relating to the Production, and hereby warrants that it is entitled to enter into this license and that, in entering into the license it is not infringing the copyright, rights in registered or unregistered trade marks, any registered or unregistered design right, any rights in patents, any rights in confidential information or any other rights of a like nature owned by any third party.
- 7.5. The Client acknowledges that the Company asserts its moral rights generally in respect of the Production under the Copyright Design and Patents Act 1998 and in particular to be credited as producer in relation to the Production.
- 7.6. The Client acknowledges that it shall not, by itself or with the assistance of any third party, be entitled to re-edit, re-purpose, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, or otherwise amend the Production or any works made in preparation of the Production, including any rushes made in relation to the Production, without having first acquired the written consent of the Company, the granting of which will be at the absolute discretion of the Company.
- 7.7. The Client acknowledges that it shall not, by itself or with the assistance of any third party remove any proprietary notices or labels from the Services or any Software/Production; reproduce or copy the Software/Production or the Services or any part thereof; modify, translate, or create derivative works based on the Services or any Production; copy, sell, license, sublicense, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services,

or any Production; create any derivative product from any of the foregoing; without the Company's express written permission, introduce software or automated agents or scripts to the Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Services; use or distribute the Production and/or the Production in violation of any applicable laws, regulations or export restrictions; possess or use the Production in any format other than machine-readable format; use the licenses and rights granted under the Agreement to design, develop or distribute a commercial product or service that competes with the Services; circumvent or attempt to circumvent any technological measures designed to enforce certain limitations or instructions with respect to use of the Services; use the Services to send or store infringing, obscene, threatening, harassing, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; or allow third parties to gain access to the Services or to otherwise use the Services in any manner other than as expressly permitted in this Agreement.

- 7.8. The Client acknowledges that the Company is under no obligation to provide any preparatory works in relation to the Production, including any and all scripts, directions rushes, edits, graphics, source code web designs or any other works of a similar nature to the Client. In the event that the Client requires any such preparatory works, it shall make a written request to the Company which the Company may, at its absolute discretion, decide to fulfil or refuse.
- 7.9. The Client acknowledges and agrees that the Services, the Production, the Company names and logos and all related product and service names, design marks and slogans, and all other material comprising the Software/Production or the Services, are the property of the Company or its affiliates or suppliers (collectively, the "Marks"). Unless stated otherwise, all Marks are protected as the copyright, trade dress, trademarks and/ or other intellectual properties are owned by the Company or by other parties that have licensed their material to the Company. The Client is not authorized to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of the Company. The Client use of the Services confers no title or ownership in the Services, the Software/Production or the Marks and is not a sale of any rights in the Services, the Software /Production or the Marks. All ownership rights remain in the Company or its third party suppliers, as the case may be.
- 7.10. The Client acknowledge and agree that any comments, ideas and/or reports provided to the Company ("Feedback") shall be the property of the Company and The Client hereby irrevocably transfer and assign to the Company such Feedback, and all associated intellectual property rights, provided however that Client shall be free to use such Feedback in the ordinary conduct of business.

## **8. PROMOTION OF THE COMPANY'S BUSINESS**

- 8.1. The Client agrees that the Production will form part of the Company's archive of works and that the Company may use the Production for the purposes of promoting its own business, subject to the requirements of clause 14 of this Agreement.

**9. WARRANTY**

- 9.1. The Client hereby warrants to and undertakes with the Company that it has full title and authority to enter into this Agreement and is not bound by any previous Agreement which adversely affects this Agreement.
- 9.2. The Client warrants that it is entitled to provide the Client Material to the Company and that, in using the Client Material in the Production, the Company shall not:
- 9.2.1. infringe the copyright, performers rights, moral rights, any rights in registered or unregistered trade marks, any registered or unregistered design right, any rights in patents, any rights in confidential information or any other rights of a like nature without limitation;
  - 9.2.2. be liable in any action for defamation, slander, trade libel, malicious falsehood or any similar right of action;
  - 9.2.3. be liable in any action for obscenity, incitement to racial or religious hatred, be held in contempt of court, or be liable for any similar offences or in any action of a like nature.
- 9.3. To the maximum extent permitted by law, the Company provides the Services as is and as available. That means that except to the extent expressly set forth in the Agreement, the Company does not provide warranties of any kind, either express or implied, including, but not limited to, non-infringement, title and fitness for a particular purpose or use. The Company does not warrant the Services will meet the Client's requirements nor does the Company provide any warranty about results that may be obtained by using the Services. The Services may rely on third party software and hardware, and the Company makes no representations, promises or guarantees regarding third party software and hardware. The Company does not warrant the Services will be uninterrupted or error-free.
- 9.4. From time to time down-time, either scheduled or unscheduled, may occur. The Company will work within reason to ensure this amount of down-time is limited. The Company will not be held liable for the consequences of any down-time.
- 9.5. The Company cannot guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. The Client assumes all risk of use of all files associated with the Services, and the Client releases the Company entirely of all responsibility for any consequences of its use.

**10. INDEMNITY**

- 10.1. The Client agrees to indemnify and hold harmless the Company against all civil damages, costs, judgements or any other penalties awarded against the Company in any legal proceedings arising from any alleged or actual breach of the warranty set out in clause 9 of this Agreement.

## **11. CANCELLATION**

- 11.1. The Client may cancel this Agreement and the Services and the Production by giving the Company 30 days written notice.
- 11.2. In the case of cancellation or postponement by the Client in accordance with clause 11.1 above or in the event of any other purported cancellation, the Client agrees to pay the Company a proportion of the agreed Contract Price for all work completed or commissioned at the date of cancellation, plus an additional cancellation charge ("the Cancellation Charge") covering loss of revenue as follows:
  - 11.2.1. More than 30 days before the project start date 50% of the agreed quotation + reimbursement of any out of pocket expenses.
  - 11.2.2. Within 30 days of the project start date: 75% of the agreed quotation + reimbursement of any out of pocket expenses.
  - 11.2.3. Within 14 days of the project start date: 100% of the agreed quotation.
- 11.3. In the event that the Client gives the Company notice of its intention to cancel, the Company shall, at any time following the receipt of such notice, be entitled to send the Client an invoice in respect of all elements of the Contract Price which remain outstanding, all Cancellation Fees and all Expenses. Such invoice shall be paid by the Client within 14 days of its receipt.
- 11.4. The provisions of clause 3.4 above shall apply to the payment of any amount in accordance with this clause 11.

## **12. TERMINATION**

- 12.1. In addition to any other rights and remedies at law this Agreement may be terminated by giving written notice to the other party in the event that:
  - 12.1.1. the Client has failed to account or make payments as required under this Agreement whether demanded or not;
  - 12.1.2. the Client or the Company has committed a material breach of its obligations under this Agreement unless such party rectifies the position as far as reasonably possible within thirty days;
  - 12.1.3. either party goes into voluntary or involuntary liquidation (otherwise than for the purpose of a solvent reconstruction or amalgamation) or has a receiver or administrator or similar person appointed or is unable to pay its debts within the meaning of s268 Insolvency Act 1986 or ceases or threatens to cease to carry on business.
- 12.2. On termination of this Agreement the Client shall not have the right to take over and complete the Production or have its nominee complete the Production on its behalf without having first obtained the consent of the Company in accordance with clause 7.6 of this Agreement.

## **13. INSURANCE**

- 13.1. The Client agrees that if it provides facilities or equipment for the purpose of enabling the provision of the Services or making the Production these are provided entirely at the Client's



risk. The Client is advised to maintain adequate employers' insurance and public liability and property damage insurance in respect of the same.

- 13.2. If it is specifically stated in the Proposal that the Company will be responsible for any insurance in relation to the making of the Production, then the cost of the insurance will be deemed to be part of Expenses.

#### **14. CONFIDENTIALITY**

- 14.1. Each party hereto shall not except as authorised or required by its duties hereunder use, divulge or communicate to any person, persons or company any of the trade secrets, secret or confidential information, confidentiality operations, processes, or dealings, concerning the organisation, business, finances, transactions or affairs of the other party or its customers or clients (hereinafter called "Confidential Information") which may come to its knowledge during the provision of the Services or the development of the Production and shall keep with complete secrecy all Confidential Information entrusted to that party and shall not use or attempt to use any such information in any manner which may cause loss to the other.
- 14.2. Each party shall use its best endeavours to procure that any Confidential Information is only disclosed to such of its employees and sub-contractors (if any) as may be necessary for the proper performance of its duties hereunder and that such employees or sub-contractors (if any) shall comply with the terms of this Clause.
- 14.3. The restriction in Clause 14 shall continue to apply after termination of this Agreement or delivery without limit in point of time but shall cease to apply to information or knowledge which may come into public domain other than by authorised disclosure of either party.

#### **15. COMPLIANCE**

- 15.1. The Client must not use the Services to distribute illegal contests, pyramid schemes or any other prohibited material.
- 15.2. The Client must not use the Services to send email campaigns, text messages, push notifications, WhatsApp and Facebook Messenger message campaigns that link to or display nudity, obscene content, gambling related content, illegal software, viruses, sales of social media followers or to distribute any other content that we deem inappropriate.
- 15.3. The Client must not use the Services for the sending of unsolicited email (sometimes called "spam").
- 15.4. The Services may only be used for lawful purposes. Transmission or solicitation of any material that violates EU or other laws that may apply in the Client's local area is prohibited. This may include material that is obscene, threatening, harassing, libellous, or in any way a violation of intellectual property laws or a third party's intellectual property rights. If the Client violates any of these rules, then the Company may suspend or terminate this Agreement and the Client will remain liable for full Contract Price.
- 15.5. The Client represent and warrant that the Event will comply with all applicable laws and regulations.

#### **16. LIMITATION OF LIABILITY**

- 16.1. To the maximum extent permitted by law, the Client assume full responsibility for any loss that results from the use of the website and the Services. The Company won't be liable for any

special, indirect, incidental, exemplary, lost profits, remote, cover, punitive, special, or consequential damages under any circumstances. The Company total liability for all claims made about the Services in any month will be no more than what the Client pays for the Services to date. No claim may be asserted by a party against the other party more than twelve (12) months after the date the Agreement terminates or expires.

**17. NO PARTNERSHIP OR EMPLOYMENT**

17.1. The parties agree that nothing in this Agreement is intended to create any partnership or employment relationship between the parties.

**18. DATA PROTECTION ACT**

18.1. Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under applicable laws relating to the processing, privacy and/or use of personal data, as applicable to either party or the Services, including: GDPR(General Data Protection Regulation, Regulation (EU) 2016/679), the Data Protection Act 2018, any laws which implement any such laws, any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and, all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);

18.2. This clause 17 and Schedule 7 shall survive termination or expiry of this Agreement for any reason.

18.3. In using the Services, the Client may provide information of personal data to the Company. The Company may use this information and any technical information about the Client use of the Services to tailor its Services to the Client, facilitate the Client's movement through the Services, or to communicate separately with the Client.

18.4. The Company may use and disclose the Client's information in connection with its provision of the Services, according to Privacy Policy. From time to time, the Company may modify the Privacy Policy, which modifications shall become effective once posted at <https://procreation.co.uk/privacy-policy/>.

**19. RESTRICTIONS**

19.1. During the course of this Agreement and for a period of 6 months afterwards, neither party shall be permitted to solicit the staff and personnel of the other party.

19.2. If the restriction at clause 17.1 is held to be invalid or unenforceable by a court of competent jurisdiction, it is intended and understood by each of us that such invalidity or unenforceability will not affect the remaining restrictions.

19.3. The parties agree and acknowledge that the restrictions set out in this clause 17 are reasonable and necessary for each party to protect its goodwill, client connections and legitimate business interests and the restrictions are no greater than is necessary to afford the parties with that protection.

**20. THIRD PARTY TRANSFERS**

- 20.1. Subject to any third party involvement in the Production as set out in the Production Schedule, neither party shall assign, transfer, charge or make over this agreement or any of its rights or obligations without the written consent of the other.

**21. FORCE MAJEURE**

- 21.1. In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either party including war, industrial action, floods, Acts of God, then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Agreement. In the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond either party's control for a continuous period of [three months], then either party may at its discretion terminate this Agreement by notice in writing at the end of that period. In the event that obligations may be fulfilled after a delay of less than three months, the Company shall amend the Services, Event Format, Production Schedule, Delivery Date, Production Period and Contract Price as is required to reflect that delay and the provisions of this Agreement shall continue to take effect.

**22. SEVERANCE**

- 22.1. If any provision of this Agreement shall be prohibited by, or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible, without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

**23. NOTICES**

- 23.1. Unless otherwise specified in this Agreement any notice, consent, authorisation, communication or approval required to be given under this Agreement shall be effected by e-mail and first class post, addressed to the party to be notified, or personally delivered in writing to the party to be notified at, in each case the address set out above or at such other latest address as may in the future be notified in writing by the party to be notified to the other.
- 23.2. Unless otherwise specified in this Agreement, the date of giving or serving of such notice, consent, authorisation, communication or approval shall be the date of such personal delivery or 5 working days following the date of such posting.

**24. REPRESENTATIONS**

- 24.1. Neither party is authorised to, or shall undertake to bind the other party in any way by any warranty, agreement, contract, representation or order, written or oral, or by an instrument or action of any kind, whether in the name of the Company or the Client or otherwise.

**25. VARIATIONS**

- 25.1. This Agreement may not be varied or modified except in writing and signed by both parties.

**26. COMPLETE UNDERSTANDING**

26.1. This Agreement constitutes the entire Agreement between the parties in relation to the subject matter hereof and supersedes all earlier Agreements however made. For the avoidance of doubt, in entering this agreement neither party has relied on any representation made by the other.

**27. Waiver**

27.1. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

**28. GOVERNING LAW**

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

**29. JURISDICTION**

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