

ORCHA STANDARD TERMS



1 DEFINITIONS

In the Contract, the defined terms set out in the Definitions Glossary accessible [here](#) shall apply (unless the context otherwise requires)

2 INTERPRETATIONS

In the Contract (unless the context requires otherwise):

- the words "**including**", "**include**", "**for example**", "**in particular**" and words of similar effect will be construed so that they do not limit the general effect of the words which precede them, and so that any examples that are given are not to be exclusive or limiting examples of the matters in question;
- references to the Contract and any other document referred to in the Contract, is a reference to it as validly varied, supplemented and/or novated from time to time;
- references to the singular include the plural and vice versa;
- recitals and headings are all for reference only and will be ignored in construing the Contract;
- references to any one (1) gender do not exclude other genders;
- references to a "**person**" will be understood to include (as applicable), a natural person, a company, a partnership, and an unincorporated association (in each case whether or not having separate legal personality);
- references to a "**party**" means Us or You and "**parties**" shall be construed accordingly;
- references to a "**company**" will include any company, corporation or other body corporate, wherever and however incorporated or established; and
- reference to any legislative provision shall be deemed to include:
 - any statutory instrument, bye-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it; and
 - any subsequent re-enactment or amendment of the same, unless this imposes a substantial new liability upon, or significantly adversely affects the rights of, Us.

3 ORCHA PRODUCTS

3.1 APPOINTMENT AND GRANT OF RIGHTS

Subject to the terms of the Contract, We grant to You a non-exclusive, personal, and non-transferable right to access and use the ORCHA Products during the Term.

We may from time to time update and upgrade the ORCHA Products to add improved features and functions. We will at all times maintain the existing core features of the ORCHA Products that are included in this Contract unless otherwise agreed.

3.2 AVAILABILITY

We will make the ORCHA Products available in accordance with the KPI's.

3.3 ACCESS AND USE

You shall not allow the ORCHA Products to be accessed or used by any person other than You, Your staff or the staff of any Participating Organisations. You will not give access to, promote or otherwise direct any other users other than the Supported Population to the ORCHA Products. All access and use of the ORCHA Products must be in accordance with this Contract.

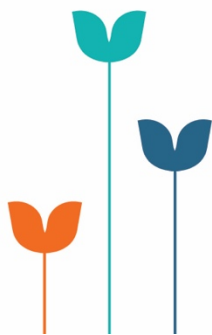
Where the Specification specifies a maximum number of Authorised Users, You will ensure that access to the ORCHA Product is limited to that number and that any ORCHA Product accounts (including without limitation Pro-Accounts and Review Engine accounts) are only used by the relevant registered and Authorised User.

You will be responsible for the acts and omissions of Your Authorised Users as if they were Your own. All ORCHA Products will include the relevant Site Terms of Use which will be displayed prominently at appropriate points in a users journey.

You will use Your reasonable endeavours to ensure that each person whom You authorise to access the ORCHA Products keeps the passwords for the ORCHA Products and access to the ORCHA Products secure and You will use Your reasonable endeavours to procure that passwords for access to the ORCHA Products are frequently changed and kept confidential.

You shall not directly or indirectly (including by instructing a third party to act on Your behalf), except to the extent permitted under the Contract or by any Applicable Law (which is incapable of exclusion by agreement between You and Us):

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the ORCHA Products in any form or media or by any means; or



- attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the ORCHA Products;
- access all or any part of the ORCHA Products in order to build a product or service which competes with the ORCHA Products; or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the ORCHA Products, or otherwise make the ORCHA Products available to any third party.

You will promptly notify Us in the event of any unauthorised access or use of the ORCHA Products.

4 THE ORCHA REVIEW

The ORCHA Baseline Review Specification details amongst other things the legal and regulatory requirements and applicable standards We will consider as part of the ORCHA Baseline Review and other enhanced layers of assessment. It is acknowledged and agreed by You however that We provide an advisory and not a regulatory service and Our assessments are based on evidence and information available to Us at the time of performance. It is the responsibility of the App developers and/or publishers ("**Developers and/or Publishers**") to ascertain an App's compliance with legal and regulatory requirements and applicable standards.

We will use our reasonable endeavors to ensure that all ORCHA Reviews are accurate and warrant that to the best of our knowledge the information we have assessed is accurate at the time of the ORCHA Review.

For the avoidance of doubt ORCHA are not responsible for any inaccuracies in the ORCHA Review that result from misleading or inaccurate information being provided by the relevant product owner or developer in the core information sources ORCHA use to undertake the review. ORCHA are also not responsible for inappropriate product recommendations by any of Your Users.

Should we become aware of any inaccuracy in the ORCHA Review of a product with the same version number as stated in the ORCHA Review, we will within 7 days update the relevant Review and inform all registered users of the updated Review findings.

We exclude, to the fullest extent permitted by law, liability for any inaccuracy or omission in any assessment arising due to any misrepresentation by a Developer and/or Publisher or any failure by any such person to disclose full, accurate, and not misleading, information about an applicable App.

Where We provide links from the ORCHA Products or the same otherwise contain links to other sites and resources provided by third parties, these links are provided for Your information only. We have no control over the availability or

content of such other sites or resources and accept no responsibility or liability for them or for any loss or damage that may arise from Your use of third-party sites or materials.

5 UPGRADES AND RELEASES

We may from time to time make available Updates and Patches and/or Upgrades and Releases.

Updates and Patches and Upgrades and Releases will be provided by Us without additional cost to You, unless otherwise specified in the Contract Details.

6 YOUR USER SUPPORT SERVICES

We will, during the Term, use our reasonable endeavours to provide the USER SUPPORT SERVICES detailed in the KPI's to You on and subject to the terms of the Contract.

We will provide the ORCHA Services with reasonable skill and care.

7 LICENCES, PERMISSIONS, CONSENTS AND APPLICABLE LAWS

We will obtain and maintain all necessary licences, consents, and permissions necessary for the performance of Our obligations under the Contract.

You will obtain and maintain all necessary licences, consents, and permissions necessary for You to perform Your obligations under the Contract and for You to access and use the ORCHA Products.

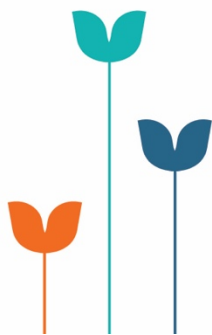
You will be responsible for all duties, charges, taxes and other amounts payable in respect of Your performance of the Contract.

You shall ensure that Your access and use of the ORCHA Products and Your performance of this Agreement complies with all Applicable Laws in the Territory ("**Territory Applicable Laws**"). You must promptly notify Us of any changes to Territory Applicable Laws including the introduction of any new Territory Applicable Laws.

8 INTERNET AND INTERRUPTIONS

We do not warrant that the provision of, access to or use of ORCHA Products will be uninterrupted or error-free or that the ORCHA Products or the information obtained by You through them will meet Your requirements; and

We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the ORCHA Products may be subject to limitations, delays and other problems inherent in the use of such communications facilities.



9 CLIENT DATA

9.1 OWNERSHIP

We acknowledge that Client Data is Your property. You acknowledge that You have sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Data.

9.2 USE OF CLIENT DATA

We will only store, copy or use Client Data to the extent necessary to perform Our obligations under the Contract and/or to make available the ORCHA Products.

9.3 BACK-UP OF CLIENT DATA

We will follow archiving procedures for Client Data as set out in the Our [Privacy Policy](#).

9.4 LOSS, CORRUPTION OR DEGRADATION OF, CLIENT DATA

In the event that Client Data is corrupted or lost or degraded so as to be unusable, as a result of Us or Our Personnel, Your sole and exclusive remedy will be for Us to use reasonable endeavours to restore or procure the restoration of that Client Data so as to be useable as soon as reasonably practicable from the latest back-up of Client Data (as applicable) maintained by Us in accordance with the archiving procedure described in the Privacy Policy.

We will not be responsible for any loss, corruption, damage, alteration or disclosure of Client Data caused by any third party, except Our Personnel.

9.5 PRIVACY AND SECURITY OF CLIENT DATA

We will in performing Our obligations under the Contract, comply with Our [Privacy Policy](#).

9.6 PROCESSING OF CLIENT DATA

In respect of any Personal Data We Process on Your behalf when performing Our obligations under the Contract, You and Us hereby agree that You will be the Data Controller and We will be a Data Processor and in any such case:

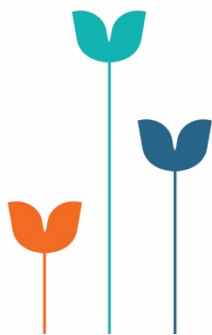
- We will Process the Personal Data solely on Your documented instructions (including as set out in the Contract), for the purposes of providing the ORCHA Products and the ORCHA Services;
- We will take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;
- We will take reasonable steps to ensure the reliability of Our Personnel who may have access to the Personal Data, and their treatment of the Personal Data as Confidential Information;
- We will promptly, and in any case within five (5) Business Days, notify You of any communication from a Data

Subject regarding the Processing of their Personal Data, or any other communication (including from a Regulatory Body) of which We are aware, relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;

- We will notify You without undue delay upon becoming aware of any Personal Data Breach;
- We will provide commercially reasonable assistance to You on request in relation to (i) any communication received under this Condition; and (ii) any Personal Data Breach, including by implementing appropriate technical and organisational measures;
- You acknowledge and agree that We are generally authorised to appoint third parties to Process the Personal Data ("**Sub-Processor**"), subject to notifying You about Our Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR;
- You acknowledge and agree that the Personal Data may be transferred or stored outside the European Economic Area or the country where You are located in order to carry out Our obligations under the Contract. We will take such steps as are necessary to ensure the Processing is in accordance with Data Protection Laws;
- We will provide You, upon request, with all information reasonably required to demonstrate compliance with Our obligations under this this Condition;
- We will cease Processing the Personal Data upon the termination or expiry of the Contract and, upon Your request, either return to You or securely delete the Personal Data;
- You will ensure that You are entitled to transfer the relevant Personal Data to Us so that We may use, Process and transfer the Personal Data in accordance with the Contract and Applicable Law, on Your behalf; and
- You will ensure that all relevant Data Subjects have been informed of, and, where required, have given their consent to, such use, Processing, and transfer as required by all applicable Data Protection Legislation.

10 MONITORING AND ANALYTICS

You acknowledge and agree that We may from time to time monitor use of the ORCHA Products and analyse, process and capture Client Data to distil behaviours, trends and patterns in relation to the use of the ORCHA Products ("**Analytics**"). We use these Analytics to develop, improve Our products and/or services and to produce anonymised or pseudonymised and aggregated statistical reports and research.



11 THIRD PARTY PROVIDERS

You acknowledge that the ORCHA Products may enable or assist access to the website content of, correspondence with, and/or purchasing of products and services from, third parties via third party websites and that this is done solely at Your own risk.

We make no representation, warranty or commitment and will have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any third party website, or any transactions completed, and any contract entered into by You with any such third party. Any contract entered into and any transaction completed via any third party website is between You and the relevant third party, and not Us. We recommend that You refer to the third party's website terms and conditions and privacy policy prior to using the relevant third party website. We do not endorse or approve any third party website nor the content of any of the third party website made available via the ORCHA Products.

12 YOUR OBLIGATIONS

12.1 GENERAL

You shall provide Us with all necessary:

- co-operation requested by Us in relation to the Contract; and
- information as may be required by Us in order to provide the ORCHA Products;

You shall carry out all of the Client Dependencies and all of Your responsibilities set out in the Contract in a timely and efficient manner; and

You shall be solely responsible for procuring and maintaining Your network connections and telecommunications links from Your system to Our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet shall be Your responsibility.

You shall not access, store, distribute or transmit any Viruses or any Prohibited Material during Use of the ORCHA Products. We reserve the right, without liability or prejudice to Our other rights and remedies, to disable access to and suspend all or part of the ORCHA Products if there is breach of this Condition.

12.2 NON-PERFORMANCE

Without prejudice to Our other rights and remedies, the non-performance or delay in performance of Our obligations under the Contract will be excused if and to the extent that such non-performance or delay in performance results from Your failure to satisfy any relevant Client Dependency or any

of Your relevant obligations under the Contract and/or any act or omission of Yourself.

13 FEES AND PAYMENT

13.1 FEES

The Fees payable by You to Us are described in the Contract Details.

13.2 PAYMENT TERMS

You will pay undisputed Fees to Us in accordance with the Contract Details.

13.3 NON-PAYMENT

If We have not received payment of undisputed Fees when due, and without prejudice to any other rights and remedies of Us:

We may charge interest on the overdue sum which will accrue daily from the due date to the date of actual payment on any overdue amounts under the Contract (whether before or after judgment) at the rate of four per cent (4%) per annum above the base rate of Barclays Bank plc for the time being in force ; and

Where the non-payment continues for thirty (30) days or more We may, without liability to You:

- disable access to all or part of the ORCHA Products, ; and/or
- suspend performance of all or part of the ORCHA Services.

13.4 FEES DURING SUSPENSION

If, We disable access to all or part of the ORCHA Products; and/or suspend performance of all or part of the ORCHA Services, in accordance with the Contract, You will remain responsible for all Fees and other charges You incur during the period of suspension.

13.5 CURRENCY

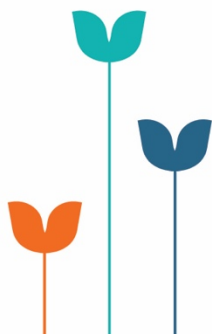
All payments under the Contract will be payable in the currency specified in the Contract Details.

13.6 SALES TAX

All Fees and amounts are exclusive of any applicable sales tax, which will be added to Our invoice at the appropriate rate.

14 IP RIGHTS

Neither of us shall obtain any rights in or to the pre-existing Intellectual Property Rights of the other.



You acknowledge and agree that We and Our licensors own all intellectual property rights in and to, the ORCHA Products (and all improvements thereto and derivatives thereof), the ORCHA Services and the Trade Marks ("Orcha IP").

The Contract does not grant You any rights to, under or in respect of , Orcha IP unless expressly set out in the Contract.

We confirm that the access rights that We grant in relation to the ORCHA Products pursuant to the Contract will not contravene any rights of any other person.

You grant Us a non-exclusive, free, transferable licence (with the right to sub-license) to use such of Your intellectual property rights as is necessary to enable Us to perform the Contract and provide to You the ORCHA Products and ORCHA Services.

15 CONFIDENTIALITY

Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract. A party's Confidential Information will not be deemed to include information that:

- is or becomes publicly known other than through any act or omission of the receiving party;
- was in the other party's lawful possession before the disclosure;
- is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- is independently developed by the receiving party, which independent development can be shown by written evidence.

Subject to the other provisions of this Condition, You and Us will hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Contract.

You and Us will take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Contract.

You and Us may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, provided that, to the extent it is legally permitted to do so, You or Us (as the context requires) gives the other as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Condition, takes into account the reasonable requests of the other in relation to the content of such disclosure.

You acknowledge that details of the ORCHA Products, and the results of any performance of the same, constitute Our Confidential Information.

You will not make, or permit any person to make, any public announcement concerning the Contract without Our prior written consent.

The above provisions of this Condition will survive termination of the Contract, however arising.

16 LIABILITY

16.1 UNLIMITED LIABILITY

Nothing in the Contract will exclude or limit either party's liability:

- for death or personal injury caused by its (or its agent's or sub-contractor's) negligence or for fraud or fraudulent misrepresentation;
- for any fraudulent or dishonest act or omission by either party or any member of that party's Group or its officers, employees, agents or sub-contractors; or
- that cannot, as a matter of law, be limited or excluded.

16.2 LIMITATION OF LIABILITY

Subject to Condition Unlimited Liability, other than in respect of Your obligation to pay Fees, neither of us shall be liable to the other whether in equity (including restitution), contract, tort (including negligence), breach of statutory duty, misrepresentation, or in any other way for:

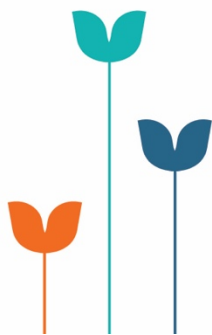
- any Excluded Losses, in each case whether direct or indirect; or
- any indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract.

Our aggregate liability to You and Your aggregate liability to Us, whether in equity (including restitution), contract, tort (including negligence), breach of statutory duty, misrepresentation, or in any other way in respect of all Defaults (in the aggregate and not for each and every Default) that occur in a Year shall be limited to 100% of the Fees paid to Us by You during that Year.

Where a Default first occurs in a Year and continues into any subsequent Year(s) it shall for the purposes of this Condition be deemed to have occurred only in that first Year.

16.3 GENERAL LIABILITY PRINCIPLES

Except as expressly and specifically provided in the Contract:



- You assume sole responsibility for results obtained from the use of the ORCHA Products, and for conclusions drawn from such use;
- We have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Us by You in connection with the Contract or any actions taken by Us at Your direction;
- all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from the Contract

The exclusions and limitations of liability set out in Condition Liability shall not apply to the indemnities set out in Conditions Licences, Permissions, Consents & Applicable Laws or to Your obligation to pay the Fees.

17 TERMINATION

17.1 MUTUAL TERMINATION FOR CONVENIENCE

You and Us may terminate the Contract on providing not less than 6 months' prior written notice to expire no earlier than the date of expiry of the Initial Term.

17.2 OUR TERMINATION FOR CAUSE

Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment and such amount remains in default not less than sixty (60) days after being notified by Us in writing to make such payment.

17.3 MUTUAL TERMINATION FOR CAUSE

Either of us may terminate the Contract if the other:

- commits a material breach of the Contract which is incapable of remedy, or which is capable of remedy and which the person in breach has failed to remedy within thirty (30) days of a notice in writing from the termination party specifying the breach and requiring that it be remedied; or
- suffers an Insolvency Event.

17.4 CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason or expiry:

- all unpaid Fees will become immediately due to Us;
- all licences granted under the Contract will immediately terminate;

- We will cease to provide the ORCHA Products and all access to and rights to use the ORCHA Products shall immediately cease;
- You and Us will return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other; and
- any rights, remedies, obligations or liabilities of You and Us that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination will not be affected or prejudiced.

Any termination or expiry of the Contract does not affect the coming into force or the continuance in force of any provision of the Contract that is expressly or by implication intended to come into or continue in force on or after such termination or expiry.

18 FORCE MAJEURE

We will have no liability to You under the Contract if We are prevented from or delayed in performing Our obligations under the Contract, or from carrying on Our business, by acts, events, omissions or accidents beyond Our reasonable control, including, strikes, lock-outs or other industrial disputes (whether involving the workforce of Us or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemic or epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

19 VARIATION

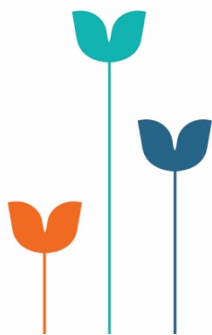
No variation of the Contract will be valid unless it is in writing and signed by, or on behalf of, You and Us.

20 WAIVER AND CUMULATIVE REMEDIES

The rights and remedies of You and Us under, or in connection with, the Contract may be waived only by express written notice to the other. Any waiver will apply only in the instance, and for the purpose for which it is given.

No right or remedy under, or in connection with, the Contract will be precluded, waived or impaired by:

- any failure to exercise or delay in exercising it;
- any single or partial exercise of it;
- any earlier waiver of it (whether in whole or in part); or



- any of the above in relation to any other right or remedy (be it of similar or different character).

The rights and remedies arising under, or in connection with, the Contract are cumulative and, except where otherwise expressly provided in the Contract, do not exclude any rights or remedies provided by Applicable Law or otherwise.

21 SEVERANCE

If any provision of the Contract is or becomes illegal, invalid or unenforceable, in any respect it will not affect or impair the legality, validity or enforceability of any other provision of the Contract; and

You and Us will use reasonable endeavours to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.

If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision will apply with the minimum modifications necessary to make it legal, valid or enforceable.

22 ENTIRE AGREEMENT

The Contract constitutes the entire agreement and understanding between You and Us in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the date of the Contract by or on behalf of You and Us and relating to its subject matter.

You and Us confirm that it has not relied upon, and will have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to the Contract) unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Contract.

Subject to the other provisions of this Condition, You and Us will not be entitled to the remedies of rescission or damages for misrepresentation arising out of, or in connection with, any agreement, warranty, statement, representation, understanding or undertaking whether or not it is set out in the Contract.

Nothing in the Contract will restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

23 ASSIGNMENT AND OTHER DEALINGS

Subject to the other provisions of this Condition neither of us may, without the prior written consent of the other (not to be

unreasonably withheld or delayed), assign or transfer in any other manner any rights or obligations under the Contract.

We may at any time assign or transfer any or all of Our rights or obligations under the Contract to:

- a member of Our Group;
- a purchaser of the whole or part of Our business or the whole or part of the business of a member of Our Group; or
- in connection with any reorganisation of Our business or that of our Group.

You may not sub-contract any of Your obligations without Our prior written consent.

24 RELATIONSHIP OF THE PARTIES

Nothing in the Contract is intended to create a partnership or joint venture or legal relationship of any kind between You and Us that would impose liability upon You or Us for the act or failure to act of the other, or to authorise You or Us to act as agent for the other. Save where expressly stated in the Contract, neither You or Us will have authority to make representations, act in the name or on behalf of, or otherwise to bind, the other.

25 NON-EXCLUSIVE

The Contract will not prevent Us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar or identical to the ORCHA Products.

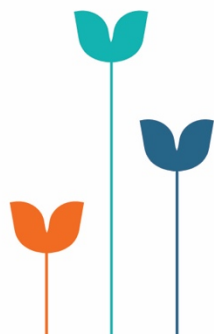
26 THIRD PARTY RIGHTS

Except as provided in the remainder of this Condition, a person who is not a party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 (the "CRPTA") to enforce any term of the Contract. This Condition does not affect any right or remedy of any person which exists, or is available, other than under CRPTA.

We may enforce any term of the Contract on behalf of a member of Our Group. Without prejudice to the foregoing, any member of Our Group (other than Us) may enforce any term of the Contract which is expressly or implicitly intended to benefit it.

27 SET-OFF

All amounts due from You to Us under or in connection with the Contract will be paid in full without any set-off, counterclaim, deduction or withholding (other than any admitted credit or overpayment or any deduction or withholding of taxes required by Applicable Law).



28 NOTICES

Any notice required to be given under the Contract will be in writing and will be delivered by hand or sent by email, pre-paid first-class post or recorded delivery post to the other party at its address set out in the Contract Details, or such other address as may have been notified by that party for such purposes. A notice:

- delivered by hand shall be deemed to have been received when delivered where delivery takes place in Business Hours (or if delivery is not in Business Hours, at 9.00 am (UK time) on the first (1st) Business Day following delivery);
- sent by pre-paid first-class post or recorded delivery post and correctly addressed shall be deemed to have been received at the time at which it would have been delivered in the normal course of post; and
- sent by email to the correct email address shall be deemed to have been received on the day of

transmission (unless a delivery failure message has been communicated) where transmission takes place in Business Hours (or if transmission is not in Business Hours, at 9.00 am (UK time) on the first (1st) Business Day following transmission).

29 GOVERNING LAW

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) will be governed by and construed in accordance with the law of England and Wales.

30 JURISDICTION

You and Us irrevocably agree that the courts of England and Wales will 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).

