

Ariosi Services Terms and Conditions

(Version 1)

These Conditions set out the basis upon which Ariosi will provide services (including consultancy and training and whether on an ad hoc or retainer basis) as described in the Engagement Letter agreed by Ariosi and the Client. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions:

1.1 Definitions:

Ariosi:	means Ariosi Group Limited, a company incorporated in England and Wales with company number 04588973.
Ariosi Materials:	has the meaning given to it in clause 4.1.8.
Business Day:	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges:	the charges payable by the Client for the supply of the Services in accordance with clause 7.
Client:	the person or firm set out in the Engagement Letter who purchases the Services from Ariosi.
Client Default:	has the meaning given to it in clause 4.2.
Client Materials:	means any documents, products, information, branding, logos, trade names, media files, records, files, data and other materials of whatever nature provided or made available to Ariosi by the Client in relation to the Contract.
Commencement Date:	has the meaning given to it in clause 2.1.
Course Content:	has the meaning given to it in clause 6.1.
Conditions:	these terms and conditions as amended from time to time in accordance with clause 15.4.
Contract:	the contract between Ariosi and the Client for the supply of Services in accordance with the Engagement Letter and the Conditions.
Deliverables:	all documents, products and materials developed by Ariosi or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation those deliverables to be provided as part of the Services as described in in the Engagement Letter or otherwise agreed in writing between the parties.
Engagement Letter:	the letter from Ariosi to the Client setting out the Services.

Intellectual Property Rights:

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks 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, rights in computer software, 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.

Services:

the services, including the Deliverables, to be supplied by Ariosi to the Client as described in the Engagement Letter and as otherwise agreed in writing.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to **writing** or **written** includes email but not fax.

2 Basis of contract

- 2.1 The Engagement Letter, together with these Conditions, form the Contract. The Contract shall come into existence at the point when the Engagement Letter is accepted by the Client (**Commencement Date**). Where the Client does not notify Ariosi in writing that it accepts the Engagement Letter, Ariosi shall be entitled to treat any continuing instructions or payments from the Client as confirmation of its acceptance of the Engagement Letter and these Conditions.
- 2.2 In the event of any inconsistency between these Conditions and the Engagement Letter, the Engagement Letter shall take precedence.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Ariosi, and any descriptions or illustrations contained in Ariosi's marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

3 Supply of Services

- 3.1 Ariosi shall commence providing the Services from the start date set out in the Engagement Letter or (if no such date is set out) from the Commencement Date or as otherwise agreed in writing.

- 3.2 Ariosi shall supply the Services to the Client as described in the Engagement Letter in all material respects.
- 3.3 Ariosi shall use all reasonable endeavours to meet any performance dates specified in the Engagement Letter, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4 Ariosi reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Ariosi shall notify the Client in any such event.
- 3.5 Ariosi warrants to the Client that the Services will be provided using reasonable care and skill. Ariosi may select, replace or substitute individuals providing the Services at its sole discretion.
- 3.6 Where the Services are to be provided at the Client's premises, Ariosi shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at those premises and that have been communicated to Ariosi under clause 4.1.5.
- 3.7 Any Deliverables do not constitute legal or other professional advice (unless explicitly stated in writing by Ariosi) and the Client must seek independent expert advice before seeking to rely or take (or refrain from taking) action on the basis of any information in the Deliverables. Ariosi accepts no responsibility or liability for the Client (or its representatives) relying upon the Deliverables.
- 3.8 Where the Client requests any additional services beyond those set out in the Engagement Letter (whether in relation to quantity, time, or type of service) Ariosi shall (where it agreed to provide such services) charge for such additional services at the rates set out in the Engagement Letter (or if not set out there, at its standard rates in force from time to time. The additional services shall (where Ariosi agrees to provide them and subject to any additional charges) be deemed as part of the Services.
- 3.9 Where the parties agree any upgrade or increase to Services provided on a retainer basis, that retainer will commence and continue from the point of such agreement (including as set out in any replacement Engagement Letter), for a new and extended initial period, rather than only running for the initial period of the original Services.

4 **Client's obligations**

4.1 The Client shall:

- 4.1.1 ensure that the terms of the Engagement Letter are complete and accurate;
- 4.1.2 ensure that any of the Client's representatives identified in the Engagement Letter is authorised to give instructions and information to Ariosi on behalf of the Client and to receive Ariosi's Services on behalf of the Client. Any change to such persons should be notified to Ariosi in writing and will not be effective until acknowledged by Ariosi in writing;

- 4.1.3 co-operate with Ariosi in all matters relating to the Services and ensure that any participants or delegates of the Client comply with any reasonable instructions of Ariosi (or of any venue at which the Services are taking place);
 - 4.1.4 provide Ariosi, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation, systems and other facilities as reasonably required by Ariosi and where applicable, ensure that the Client's premises and any equipment and facilities to be used by Ariosi in the provision of the Services is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant standards or requirements;
 - 4.1.5 inform Ariosi in writing of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises at which the Services to be provided, reasonable in advance of the provision of such Services;
 - 4.1.6 provide Ariosi with such information and materials as Ariosi may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.7 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.8 keep all materials (including content), equipment, documents and other property of Ariosi (**Arioso Materials**) at the Client's premises in safe custody at its own risk, maintain Arioso Materials in good condition until returned to Arioso, and not dispose of or use Arioso Materials other than in accordance with Arioso's written instructions or authorisation; and
 - 4.1.9 comply with any additional obligations and/or restrictions as set out in the Engagement Letter.
- 4.2 If Arioso's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- 4.2.1 without limiting or affecting any other right or remedy available to it, Arioso shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Arioso's performance of any of its obligations;
 - 4.2.2 Arioso shall be entitled to payment of the Charges despite any prevention or delay;
 - 4.2.3 Arioso shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Arioso's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.4 the Client shall reimburse Arioso on written demand for any costs or losses sustained or incurred by Arioso arising directly or indirectly from the Client Default.

5 **Client Materials**

- 5.1 Where the Client provides any Client Materials to Ariosi the Client will ensure that the Client Materials are complete and accurate and will obtain and maintain all necessary licences and consents required to enable Ariosi to use the Client Materials as Ariosi requires in the performance of the Services.
- 5.2 The Client warrants and undertakes on an ongoing basis that use of any of the Client Materials by Ariosi or its agents, subcontractors and personnel as part of or in relation to the Services shall not infringe the Intellectual Property Rights or any other rights of any third party or breach any applicable laws, regulations, regulatory policies, guidelines or codes.

6 **Course content and training materials**

- 6.1 Any course content and training materials which may be provided to the Client as part of a course and/or training session provided by Ariosi as part of the Services (whether in electronic form, hard copy, through a presentation or otherwise) are provided to the Client for its own personal use only, and must not be copied or distributed ("**Course Content**").
- 6.2 The Client must not provide or display any Course Content to any third parties or attempt to assist any third party in gaining unauthorised access to Course Content. The Client shall not use Course Content to create or offer any form of training to others which may compete with Ariosi Services, or otherwise alter or reverse engineer Course Content.
- 6.3 The Client shall not attempt to circumvent any restrictions placed on the Client's use of the Course Content or remove any copyright notices or other attributions or acknowledgments relevant to such content.

7 **Charges and payment**

- 7.1 The Charges for the Services shall be as set out in the Engagement Letter. Where the Charges are calculated on a time and materials basis the Charges shall be calculated in accordance with Ariosi's fee rates, as set out in the Engagement Letter.
- 7.2 Where Charges for the Services are on a fixed basis, the Charges are conditional upon any assumptions and dependencies set out in the Engagement Letter, and on the Client's compliance with the terms of the Contract. Any failure or variation in this respect may result in an increase in the Charges, which Ariosi shall notify the Client of in writing.
- 7.3 Ariosi shall (subject to any other provisions in the Engagement Letter) be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Ariosi engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Ariosi for the performance of the Services, and for the cost of any materials. Unless agreed otherwise in writing, travelling expenses will be charged if incurred in order to attend the Client's premises or otherwise provide the Services.
- 7.4 Ariosi reserves the right to increase the Charges, or the rates upon which the Charges are calculated on not less than 30 days' written notice, not more than once in any 12 month period.

- 7.5 Ariosi shall invoice the Client as set out in the Engagement Letter (or, if no invoicing is specified, monthly in arrears).
- 7.6 The Client shall pay each invoice submitted by Ariosi within 14 days of the date of the invoice (or otherwise as set out in the Engagement Letter) and in full and in cleared funds to a bank account nominated in writing by Ariosi. Time for payment shall be of the essence of the Contract.
- 7.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Ariosi to the Client, the Client shall, on receipt of a valid VAT invoice from Ariosi, pay to Ariosi such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.8 If the Client fails to make a payment due to Ariosi under the Contract by the due date, then, without limiting Ariosi's remedies under clause 11 (termination) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 Intellectual property rights

- 8.1 Unless otherwise stated in the Engagement Letter or as otherwise agreed by Ariosi in writing, the position on Intellectual Property Rights set out in this clause 8 shall apply at all times.
- 8.2 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials provided by the Client) shall be owned by Ariosi. For the avoidance of doubt all Intellectual Property Rights in any Course Content provided by Ariosi to the Client are owned by Ariosi (or its licensors) and the Client shall have no rights in or to that content other than as permitted by Ariosi under these Terms.
- 8.3 Ariosi grants to the Client a worldwide, non-exclusive, royalty-free licence to use the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business internally, subject to and conditional upon the Client:
- 8.3.1 treating such Deliverables as Ariosi's confidential information;
 - 8.3.2 not exploiting (or attempting to exploit) such Deliverables for its own commercial purposes, or otherwise using (or attempting to use) them to replicate the Services (whether internally or externally) or otherwise copying, altering or creating derivative works from the Deliverables;
 - 8.3.3 not removing, defacing or obscuring any notices or marks on the Deliverables; and
 - 8.3.4 subject to the Client's compliance with the Contract (including any obligations continuing after termination or expiry).
- 8.4 The Client shall not sub-license, assign or otherwise transfer the rights granted to it in clause 8.3.

8.5 The Intellectual Property Rights and other rights in any Client Materials will remain the property of the Client or the applicable third party. The Client grants Ariosi a fully paid-up, non-exclusive, royalty-free licence to copy and modify any Client Materials provided by the Client to Ariosi for the term of the Contract for the purpose of providing the Services to the Client.

9 Data protection

9.1 Each party agrees to comply with all applicable data protection laws. The Client shall ensure that where it provides or makes available any personal data to Ariosi, that it does so in accordance with all applicable data protection laws and that it has a valid lawful basis for doing so (and where any consent is required for the disclosure or use of personal data in relation to the Services, the Client shall be responsible for obtaining this). The Client shall not, by its act or omission, cause Ariosi to be in breach of any applicable data protection laws.

9.2 The parties acknowledge their understanding and intention that where Ariosi processes any personal data in relation to the Contract or the provision of the Services Ariosi is acting as a controller in its own right. In the event that the Client requires Ariosi to process personal data on behalf of the Client in relation to the provision of the Services, it shall notify Ariosi in writing and (subject to the agreement of any applicable Charges in relation to such) Ariosi shall provide a data processing addendum for execution by the parties which shall apply to such processing.

10 Liability

10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.2 Nothing in the Contract limits the Client's payment obligations under the Contract or any liability of the Client or Ariosi which cannot legally be limited, including liability for death or personal injury caused by negligence, and fraud or fraudulent misrepresentation.

10.3 Subject to clause 10.2 Ariosi's total liability to the Client shall not exceed the Charges paid by the Client in respect of the Services to which liability relates.

10.4 Subject clause 10.2, Ariosi shall not be liable for the following types of loss:

10.4.1 loss of profits;

10.4.2 loss of sales or business;

10.4.3 loss of agreements or contracts;

10.4.4 loss of anticipated savings;

10.4.5 loss of use or corruption of software, data or information;

10.4.6 wasted costs or expenditure;

10.4.7 loss of or damage to goodwill; and

- 10.4.8 indirect or consequential loss.
- 10.5 Ariosi has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, all warranties, conditions and other terms implied by statute or common law, including without limitation those relating to fitness for purpose and non-infringement, are to the fullest extent permitted by law, excluded from the Contract.
- 10.6 Unless the Client notifies Ariosi that it intends to make a claim in respect of an event within the notice period, Ariosi shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.7 If the Client establishes to Ariosi's satisfaction that the Services have not been provided or do not comply with their description, Ariosi shall at its option, re-supply the Services affected or credit the Client the cost of the Service.
- 10.8 Where Ariosi is liable in accordance with these Conditions in respect of only some or part of the Services the Contract shall remain in full force and effect in respect of the other parts of the Services not affected.
- 10.9 If any third party brings or threatens a claim against Ariosi as a result of or in connection with the Client's breach of the Contract, the Client shall indemnify Ariosi against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Ariosi arising out of or in connection with such claim.
- 10.10 This clause 10 shall survive termination of the Contract.

11 Termination and cancellation

- 11.1 Where the Contract is for a particular project or piece of work, the Contract will continue (unless terminated earlier in accordance with the Contract) until that project or piece of work is completed, following which it shall terminate automatically without the need for notice. In any event however, any further Services or any additional projects or work provided will be subject to these Conditions, and a new Contract shall arise in relation to such.
- 11.2 Where the Contract is on a retainer basis, the Contract shall continue, and either party may terminate the Contract, in accordance with the Engagement Letter.
- 11.3 Ariosi may terminate the Contract with immediate effect by giving written notice to the Client if:
- 11.3.1 the Client commits a material breach (including any failure to co-operate with Ariosi in a timely fashion) of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Client being notified in writing to do so;

- 11.3.2 the Client, by its act or omission, causes any damage or detriment to the reputation of Ariosi, including for the avoidance of doubt conducting its business in breach of any laws or regulations (whether in breach of any advice or guidance provided by Ariosi or not);
 - 11.3.3 the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 11.3.4 the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - 11.3.5 the Client's financial position deteriorates to such an extent that in Ariosi's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 11.3.6 the Client fails to pay any amount due under the Contract on the due date for payment.
- 11.4 Ariosi may suspend the supply of Services under the Contract or any other contract between the Client and Ariosi if:
- 11.4.1 the Client fails to pay any amount due under the Contract on the due date for payment;
 - 11.4.2 the Client becomes subject to any of the events listed in clause 11.3.4 or clause 11.3.5, or Ariosi reasonably believes that the Client is about to become subject to any of them; and
 - 11.4.3 Ariosi reasonably believes that the Client is about to become subject to any of the events listed in clause 11.3.3.
- 11.5 The Client may terminate the Contract with immediate effect by giving written notice to Ariosi if Ariosi commits a material breach of any term of the Contract and fails to remedy that breach within 30 days of Ariosi being notified in writing to do so, together with details of such measures as the Client requires to remedy such breach and that failure to complete such measures will result in termination.
- 11.6 Ariosi may terminate the Contract on not less than 30 days' written notice.
- 12 Consequences of termination**
- 12.1 On termination or expiry of the Contract:
- 12.1.1 the Client shall immediately pay to Ariosi all of Ariosi's outstanding unpaid invoices and interest and, in respect of Services supplied or costs incurred or committed to but

for which no invoice has been submitted, Ariosi shall submit an invoice, which shall be payable by the Client immediately on receipt;

12.1.2 the Client shall return all of the Ariosi Materials, and any Deliverables if requested by Ariosi. If the Client fails to do so, then Ariosi may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

12.1.3 the Client shall pay Ariosi's charges on an hourly basis for any work carried out in connection with any handover to a new supplier where such work is requested by the Client.

12.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13 Confidentiality

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except that each party may disclose the other party's confidential information:

13.1.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

13.1.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations or exercise its rights under the Contract.

14 Notices

14.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered in person or by registered delivery service at its registered office or the address for that party set out in the Engagement Letter; or sent by email to the address specified in the Engagement Letter.

14.2 Any notice sent to Ariosi must be copied to contact@ariosi.com but sending a notice to such email address shall not affect deemed service under clause 14.3.

- 14.3 Any notice shall be deemed to have been received:
- 14.3.1 if delivered in person, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 14.3.2 if sent by registered delivery service at the time recorded by the delivery service; and
 - 14.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume (and business hours means 9.00am to 5.00pm on a Business Day).
- 14.4 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15 General

- 15.1 **Force majeure.** Ariosi shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.2 **Assignment and other dealings.** Ariosi may at any time assign, subcontract or deal in any other manner with any or all of its rights and obligations under the Contract. The Client shall not assign, subcontract or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Ariosi.
- 15.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Client acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Client agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy. Ariosi's rights under the Contract or at law may be exercised without prejudice to its other rights, and its rights of termination or suspension may be exercised in relation to the Contract in whole or in part.
- 15.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of

the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 15.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 15.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the laws of England.
- 15.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.