

Gellie Consultancy Ltd
Supplier Standard Terms and Conditions for Supply of Services

1 Interpretation

1.1 In these Terms:

Assignment means the period during which the Supplier performs Services for the Client as agreed and unless otherwise stated this Agreement shall be in force during an Assignment;

Assignment Schedule means all information to be provided by the Client to the Supplier concerning an Assignment;

Bribery Legislation means the Bribery Act 2010;

Business Day means any day (other than a Saturday or Sunday) on which banks are generally open in England for non-automated normal business;

Client means the organisation or person who purchases services from the Supplier

Client Property means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client or its [or their] customers and business contacts, and any equipment, keys, hardware or software provided for the Supplier or the Personnel's use by the Client during an Assignment, and any data or documents (including copies) produced, maintained or stored by the Supplier or the Personnel on the computer systems or other electronic equipment of the Client, the Supplier or the Personnel during an Assignment;

Confidential Information means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Supplier or Client for the time being confidential to the Supplier or Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Supplier or Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including information that the Supplier creates, develops, receives or obtains in connection with an Assignment, whether or not such information (if in anything other than oral form) is marked confidential, and is not for the time being in the public domain (or is in the public domain through unauthorised disclosure by the Supplier, its Personnel or the Client);

Equipment means the Supplier's equipment and materials as necessary for the provision of the Services during an Assignment;

Fee means the rate specified in an Assignment Schedule calculated (unless otherwise agreed) in accordance with the Supplier's current standard rates notified to the Client from time to time or upon completion of any agreed Milestones specified in an Assignment Schedule;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder;

Intellectual Property Rights means all existing and future copyright, design rights, know-how, registered designs, trademarks, patents, domain names, database rights, applications for any of these, the right to apply for any of these and all other intellectual property rights, in any part of the world, for the full term and any renewals and extensions of such rights generated or produced by the Supplier solely during the provision of the Services;

Location means the Supplier's premises or the Client's premises specified in an Assignment Schedule as agreed from time to time;

Milestones means specified stages of the Services as specified in an Assignment Schedule;

Period means the period specified in an Assignment Schedule for the provision of the Services;

Personal Data means any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to: (a) an identifier such as a name, an identification number, location data or an online identifier, or (b) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual;

Personnel means employees, officers, representatives, subcontractors and substitutes used by the Supplier to provide the Services on its behalf

Representatives means the employees, agents, Suppliers or representatives of the Client and other persons duly authorised on its behalf in the using the Services and receiving of the Services pursuant to an Assignment.

Supplier means the company who has agreed with the Client to carry out an Assignment for the Client under the terms of this Agreement hereunder; and

- 1.2 References to the Client shall unless the context indicates otherwise be deemed to refer to the Client and any company which is directly or indirectly a subsidiary or holding company of the Client or a subsidiary of any such holding company.
- 1.3 Words and phrases which are generally defined for the purposes of the Companies Act 2006 shall, unless the context otherwise requires, bear the same meanings in this Agreement.
- 1.4 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
- 1.5 These terms supersede all previous Agreements between the Supplier and the Client.

2 The Services

- 2.1 The Supplier agrees to provide the Services to the Client during an Assignment and the Client agrees to receive the Services as set out in an Assignment Schedule.
- 2.2 If appropriate, objectives shall be deemed to be achieved according to the agreed Milestones set out in the Assignment Schedule.
- 2.3 The Services are provided at the Client's request and the Client accepts that it is responsible for verifying that the requirements for the Services set out in the Assignment Schedule are suitable for its own needs.
- 2.4 If the Supplier agrees to carry out any work at the Client's express request outside the scope of the Services, the provisions of this Agreement will apply to the work undertaken and if no Fee is agreed for this work the Supplier will be paid on a time and materials basis at the then prevailing Fee, unless the Parties otherwise agree in writing.
- 2.5 This Agreement constitutes a contract for services between the Supplier and the Client for the Supplier to provide Services to the Client as may be agreed in an Assignment Schedule from time to time and any Assignment is subject to the terms of this Agreement.
- 2.6 The Supplier agrees (and shall procure that its Personnel agree) that it:
 - 2.6.1 will use its own discretion as to the method and manner of performing the Services in accordance with any applicable professional standards and with any and all agreed project specifications but in doing so will have due regard to the Client's legitimate requests within the scope of the Services;
 - 2.6.2 will not submit to supervision, direction or control by the Client or accept any employee type benefits if offered by the Client or any other person;

- 2.6.3 provide the Services with reasonable skill and care, and in a loyal and efficient manner, to the reasonable satisfaction of the Client and in accordance with the terms of this Agreement, at all times will act in the best interests of the Client;
- 2.6.4 will comply with any agreed project timetable for delivery of the Services by the Target Completion Date specified in an Assignment Schedule;
- 2.6.5 shall provide the Services for such hours as it deems necessary to complete the Services by the Target Completion Date;
- 2.6.6 shall rectify at its own cost any defects in the Services as notified in writing by the Client to the Supplier during any agreed Warranty Period;
- 2.6.7 provide any necessary Equipment, materials and technical resources at its own expense to undertake the Services at the Location;
- 2.6.8 will comply with the Working Time Regulations 1998 in respect of its Personnel and give reasonable notice of any necessary suspension of the Services to comply with such Regulations;
- 2.6.9 follow any statutory rules and regulations (including but not limited to health and safety and use of the Client's equipment) reasonably applicable to independent Suppliers whilst providing the Services at the Client's premises; and
- 2.6.10 shall be responsible for the cost of any necessary training and reference books in respect of its Personnel.
- 2.7 For the avoidance of doubt neither the Supplier nor the Personnel shall be subject to (or to the right of) supervision, direction or control by any person as to the method, location and time for the provision of the Services.

3 The Supplier

- 3.1 The Supplier acknowledges that it is engaged as an independent Supplier and nothing in this Agreement renders it an employee, agent or partner of the Client and the Supplier will not hold itself out as such.
- 3.2 The Supplier shall make its own payment and other arrangements in respect of holiday, sickness, disability, insurance and pension arrangements for its Personnel.
- 3.3 The Supplier is exclusively responsible for the payment of National Insurance contributions and for the discharge of any income tax liability and VAT payable in respect of the Fees set out in clause 4 and will pay any such contributions and taxes to the appropriate authorities.
- 3.4 The Supplier will indemnify and keep the Client indemnified against any and all claims that the Personnel are the Client's employees.
- 3.5 This Agreement remains in force for the duration of an Assignment and the Supplier further agrees that clause 3.10.4 shall remain in force for one (1) year after termination of an Assignment howsoever caused.
- 3.6 The Client is under no obligation to offer any other work in addition to the agreed Services and the Supplier is under no obligation to accept and perform any additional work if offered.
- 3.7 Once the Services have been completed the Client shall not be under any obligation whatsoever to offer additional work to the Supplier and the Supplier shall be under no obligation whatsoever to accept any further work if offered.
- 3.8 For the avoidance of doubt the parties do not intend to create any mutuality of obligations either during the performance of the Services or during any period of notice specified in an Assignment Schedule.
- 3.9 The Services shall be provided on a non-exclusive basis and the Supplier and the Personnel shall be free to enter into contracts to provide services to third parties provided that such a contract does not place it in breach of this Agreement nor interfere, conflict or compete with the Services provided or the business of the Client.
- 3.10 The Supplier further warrants that:
 - 3.10.1 it has full capacity to enter into this Agreement;
 - 3.10.2 it is not subject to an insolvency event of any kind within the meaning of the Insolvency Act 1986 (as amended);

- 3.10.3 prior to the commencement of the Services it will inform the Client of any unspent convictions within the meaning of the Rehabilitation of Offenders Act 1974 and Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 in respect of any of its Personnel;
- 3.10.4 the Supplier must both during an Assignment and after its termination keep confidential and not (except as authorised or required for the purposes of this Agreement) use or disclose or attempt to use or disclose any of the Confidential Information;
- 3.10.5 that any Intellectual Property Rights generated whilst performing the Services do not infringe any existing third-party rights;
- 3.10.6 there is no legal restriction upon its Personnel providing the Services on its behalf and any necessary permits have been obtained from the relevant UK authority in respect of its Personnel in the event that such Personnel are not UK or EU citizens; and
- 3.10.7 its Personnel have the necessary skills to undertake the Services on its behalf.
- 3.11 The Client agrees that the Supplier's name, or that of its Personnel is not to be used in connection with any of the Client's material that would in any way suggest an ongoing link between the Supplier and the Client.
- 3.12 The Supplier will not, and will procure that the Personnel will not, hold itself and/or the Personnel out as having authority to bind the Client nor have any authority to incur any expenditure in the name of or on behalf of the Client unless the Supplier or the Personnel has obtained the prior written consent of the Client.

4 Fees

- 4.1 In consideration of the provision of the Services provided by the Supplier during an Assignment pursuant to this Agreement the Client will pay the Fees agreed as set out in an Assignment Schedule.
- 4.2 Any Fees stated in the Assignment Schedule shall be exclusive of VAT.
- 4.3 Payment will be made by the Client within twenty five (28) days of the date of receipt of the Supplier's invoice (unless otherwise stated in an Assignment Schedule).
- 4.4 The Client is under no obligation to pay the Supplier in respect of any period:
 - 4.4.1 when no Services have been provided; or
 - 4.4.2 if the Client is not satisfied with any of the Services relating to the invoice period and has set out in writing its reasons for withholding payment to the Supplier.
- 4.5 If any sum due to the Supplier under an Assignment (other than one which is the subject of a genuine dispute) is in arrears for more than ten (10) days after the due date, the Supplier may without prejudice to any other right or remedy:
 - 4.5.1 charge interest on such overdue sum on a day to day basis from the original due date specified in clause 4.3 until paid in full at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - 4.5.2 suspend (without liability on the Supplier's part) the provision of the Services on one (1) Business Day's prior written notice.
- 4.6 Should any outstanding invoices not be settled upon termination, including such circumstances where work has been performed by the Supplier but is yet to be invoiced, the Supplier agrees to provide its final invoices within fifteen (15) days of termination and the Client further agrees to pay any owed monies within five (5) days following receipt of final invoices (unless otherwise stated in an Assignment Schedule).
- 4.7 The Supplier agrees that payment can only be made for such periods where an Assignment Schedule is in force.

5 Personnel

- 5.1 The Supplier will ensure that it has sufficient, suitable, experienced and appropriately qualified Personnel to perform the Services on its behalf.
- 5.2 The Personnel will at all times throughout the provision of the Services remain the employees or subcontractors of the Supplier and the Personnel will remain under the overall control of the Supplier and the parties acknowledge and agree that the Personnel are not, nor are they deemed to be for any purpose, employees of Client.

- 5.3 The Supplier will replace, as soon as reasonably practicable, any Personnel designated to perform the Services on its behalf who leaves the Supplier's employment or engagement.
- 5.4 The Supplier shall be entitled to substitute the Personnel and the Client may only refuse to accept any such substitute Personnel if in its reasonable opinion such substitute Personnel is not suitable with regard to skills, qualifications or security clearance.
- 5.4.1 Any such substitute Personnel shall become the Personnel for the purposes of the extant Assignment Schedule.
- 5.4.2 In the event of substitution of the initial Personnel the Supplier shall in its own time and expense be responsible for a reasonable handover period to the substitute Personnel.
- 5.4.3 The Supplier will remain responsible for any Services undertaken by the substitute Personnel and for payment.
- 5.5 The Supplier shall be entitled to subcontract elements of the Services and the Client may only refuse to accept a subcontractor if in its reasonable opinion such a subcontractor is not suitable with regard to skills, qualifications or security clearance.
- 5.5.1 The Supplier will remain responsible for any work undertaken by a subcontractor and for payment.
- 5.5.2 The Client shall not solicit nor endeavour to entice away from the Supplier any Personnel engaged in the provision of the services to provide services for the Client similar to the services other than pursuant to the Assignment either during or within one year after the term of the Contract nor permit or procure others to do so

6 Client's Obligations

- 6.1 The Client shall upon the Supplier's request:
 - 6.1.1 provide the Supplier with all necessary information, facilities, support and services reasonably required by the Supplier for the performance of its obligations to the Client while performing Services in respect of an Assignment at the Client's premises including (without limitation) adequate office accommodation, a secure work space, telephone services and access to the applicable computers, software, hardware and systems of the Client as may be necessary for the performance of the Services;
 - 6.1.2 provide the Personnel with full access to the areas in which the Services are to be performed;
 - 6.1.3 take all reasonable steps to ensure the health and safety of the Personnel while they are at the Client's premises;
 - 6.1.4 ensure that the computer and operating system and any other hardware or software which the Supplier has agreed to use or modify for the purpose of the Services are either the property of the Client or are legally licensed to the Client or legally permissioned for use by the Client;
 - 6.1.5 ensure that its Representatives co-operate fully with the Supplier in relation to the provision of the Services;
 - 6.1.6 provide the Supplier with all access credentials, company materials, cryptographic keys and other data necessary to perform and deliver the Services within a reasonable timeframe of each request. In the event that the required materials not be made available, the Supplier has the right to assess reasonable charges associated with delays; and
 - 6.1.7 be fully responsible for all applications, data, interfaces, hardware and equipment within its power, possession or control unless agreed otherwise.

7 Term

- 7.1 An Assignment will terminate upon the earlier of expiry of the Assignment, completion of the Services to the Supplier's and Client's reasonable satisfaction or by either party notifying the other in writing by giving the period of notice specified in an Assignment Schedule.
- 7.2 The Supplier may by written notice terminate an Assignment immediately and without liability for compensation or damages if:
 - 7.2.1 either the Client becomes bankrupt, the Client has a receiving order made against it, if the Client makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;

- 7.2.2 the Client has failed for any reason to pay an invoice submitted by the Supplier in accordance with clause 4.3 and the Supplier believes that there is no reasonable prospect of payment;
- 7.2.3 the Client convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation as appropriate except (with the written approval of the Supplier) for the purposes of and followed by amalgamation or reconstruction;
- 7.2.4 a receiver or an administrative receiver is appointed in respect of any of the Client's property;
- 7.2.5 the Client fails to comply with its obligations in clause 6;
- 7.2.6 the Client misuses any of the Supplier's Confidential Information or Retained Intellectual Property Rights; or
- 7.3 The Client may terminate an Assignment immediately and without liability for compensation or damages if:
 - 7.3.1 the Supplier fails to provide the Services for twenty-one (21) days for reasons other than Force Majeure;
 - 7.3.2 the Client in its reasonable opinion considers the Supplier, its Personnel and/or the provision of the Services to be unsatisfactory or the Supplier or its Personnel have acted in an unprofessional manner;
 - 7.3.3 The Supplier fails to meet its Milestones deadlines specified in an Assignment Schedule for reasons other than Force Majeure;
 - 7.3.4 the Supplier misuses any Confidential Information;
 - 7.3.5 the Client notifies the Supplier that its requirement for the Services has ceased for any reason; or
 - 7.3.6 the Supplier is in breach of any statutory rules and regulations (including but not limited to health and safety and use of the Client's equipment) reasonably applicable to independent Suppliers whilst providing the Services at the Location.
- 7.4 Upon termination of an Assignment for any reason the Supplier shall deliver up to the Client all materials and Confidential Information belonging to the Client in its power, possession or control.
- 7.5 An Assignment may be extended for such periods as are necessary to complete the Services by the parties signing a new Assignment Schedule and this Agreement shall continue in force for the duration of the new Assignment Schedule.
- 7.6 Upon termination of an Assignment the Supplier agrees (and shall procure that its Personnel agree) that it:
 - 7.6.1 will immediately deliver to the Client all Client Property which is in its or his possession or under its or his control;
 - 7.6.2 shall irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during an Assignment are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
 - 7.6.3 shall provide a signed statement that it or he has complied fully with its or his obligations under this clause 7.6.

8 Intellectual Property Rights

- 8.1 In consideration of the Client paying the Fee to the Supplier, the Supplier agrees that all the Intellectual Property Rights in the Services will transfer to the Client by way of present and future assignment save for any Retained Intellectual Property Rights specified in an Assignment Schedule:
 - 8.1.1 in any sector and for any purpose;
 - 8.1.2 for the full term of such rights and any renewals;
 - 8.1.3 including (with effect from their creation) all Intellectual Property Rights in the Services created or developed in future by the Supplier and/or the Personnel in respect of the Services;
 - 8.1.4 with effect from the date on which all invoices due to be submitted in accordance with clause 4 in respect of the Services have been paid.

9 Liability and Indemnity

- 9.1 Unless otherwise agreed the Supplier must at all times maintain appropriate Professional Indemnity Insurance and Public Liability Insurance covering the risk of its negligence, default or breach of duty under this Agreement in accordance with the Insurance Requirement specified in the Assignment Schedule.
- 9.2 The Supplier hereby indemnifies the Client and undertakes to keep it indemnified against all and any directly attributable liability, losses, damages, costs and expenses of whatever nature (excluding, for the avoidance of doubt, the Fees referred to in this Agreement) incurred or suffered in connection with the Supplier's performance or breach of this Agreement including but not limited to:
- 9.2.1 any income tax, employee's National Insurance Contributions, interest and/or penalties thereon arising in respect of the Supplier for which the Client may be called upon to account to HM Revenue and Customs and the disallowance of any VAT charged in respect of the Services or any additional Services as allowable input tax for the Client;
- 9.2.2 any unauthorised act or omission, any negligence, wilful default or breach of duty by the Supplier; or
- 9.2.3 any breach of its warranties.
- 9.3 If for any reason the Client is required to pay any income tax, employee's National Insurance Contributions, fines, penalties or interest in connection with the payment of the Fees referred to in clause 4, the Client is entitled to deduct from any sums due to the Supplier under this Agreement an amount equal to such payments.
- 9.4 The Supplier undertakes to defend the Client from and against any action or claim that the use or possession of the Services, or any part of them, infringes the Intellectual Property Rights of any third party and will indemnify the Client from and against any directly attributable losses, damages, costs (including legal fees assessed on the standard basis if not agreed between the parties) and expenses incurred by the Client as a result of or in connection with any such claim which are (a) agreed in settlement or (b) awarded by a court of competent jurisdiction against the Client as a result of, or in connection with, that claim.
- 9.5 Save as for death and personal injury arising from its negligence the maximum amount of the Supplier's liability for any claim or series of claims shall be limited to the Insurance Requirement specified in an Assignment Schedule.
- 9.6 Neither party shall be liable to the other for any indirect or consequential loss of profit, business or anticipated savings.

10 Data Protection

- 10.1 The Supplier shall procure that the Personnel consents to the Client holding and processing data relating to her/him for legal, personnel, administrative and management purposes and in particular to the processing of any 'personal data' (as defined in the Data Protection Act 2018) relating to the Personnel including, as appropriate:
- 10.1.1 processing the Personnel's personal data for purposes connected with the provision of the Services and pursuant to this Agreement; and
- 10.1.2 information relating to any criminal proceedings in which the Personnel has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

11 Disputes

- 11.1 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this agreement or any breach of it.
- 11.2 If the dispute cannot be settled amicably through ordinary negotiations, the dispute shall be referred to a mediator for resolution and either party may (at such meeting or within fourteen 14 days of its conclusion) propose to the other in writing that structured negotiations be entered

into with the assistance of a neutral adviser or mediator ('Neutral Adviser') before resorting to litigation.

- 11.3 If the parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, any party may, within fourteen [14] days from the date of the proposal to appoint a Neutral Adviser or within fourteen [14] days of notice to any party that they are unable or unwilling to act, apply to the Centre for Dispute Resolution ('CEDR') to appoint a Neutral Adviser.
- 11.4 If the parties fail to reach agreement in the structured negotiations within [30] days of the Neutral Adviser being appointed, such a failure shall be without prejudice to the right of any party subsequently to refer any dispute or difference to litigation but the parties agree that before resorting to litigation structured negotiations in accordance with this clause shall have taken place.
- 11.5 Nothing contained in this clause shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

12 Anti-bribery and Corruption

- 12.1 Each party will comply in all material respects with the Bribery Legislation.
- 12.2 Without limitation to clause 12.1, neither party will make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe or other improper payment to be made or received on its behalf, either in the United Kingdom or elsewhere, and each party will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.
- 12.3 Each party will use all reasonable endeavours to ensure that:
 - 12.3.1 all of that party's personnel;
 - 12.3.2 all others associated with that party; and
 - 12.3.3 all of that party's subcontractors involved in performing the Services or with this Agreement comply with the obligations set out in clauses 12.1 and 12.2.
- 12.4 In this clause 12, the expressions 'adequate procedures' and 'associated' will be construed in accordance with the Bribery Act 2010 and documents published under it.

13 Miscellaneous

- 13.1 Any variation to these Terms and Assignment Schedule shall be agreed in writing and signed by authorised representatives of both parties.
- 13.2 No waiver of any term or condition of this Agreement by either the Supplier or the Client shall be effective unless it is in writing and signed by both parties.
- 13.3 The unenforceability of any part of this Agreement will not affect the enforceability of any other part.
- 13.4 Notices under this Agreement will be in writing and sent to the registered address specified in this Agreement. They may be given and will be deemed received by first-class post: two Business Days after posting; by hand: on delivery; by facsimile: on successful receipt; by email: on the next working day.
- 13.5 Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.
- 13.6 This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13.7 In the event of conflict between this Agreement and an Assignment Schedule the Assignment Schedule as may be in force shall prevail.
- 13.8 A party will not be liable if delayed in or prevented from performing its obligations under this agreement due to Force Majeure, provided that it: (i) promptly notifies the other of the Force Majeure event and its expected duration, and (ii) uses reasonable endeavours to minimise the effects of that event. If, due to Force Majeure, a party is unable to perform a material obligation, or is delayed in or prevented from performing its obligations for a continuous period of more

- than seven (7) days, the other party may terminate this Agreement immediately upon written notice.
- 13.9 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute between the parties a partnership, associate, joint venture or other co-operative entity.
- 13.10 Any statute or statutory provision referred to herein shall include, except where otherwise expressly stated, the statute or statutory provision as amended, consolidated or re-enacted from time to time before the date of this Agreement, and includes any subordinate legislation made under the statute or statutory provision (as so amended, consolidated or re-enacted) before the date of this Agreement.
- 13.11 This Agreement constitutes the entire agreement between the parties and supersedes and terminates all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement 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 this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 13.12 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.13 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).