Looply Services Agreement

Services Confirmation

Customer Name	[●]
Customer Address	[●]
Initial Term	[●]
Renewal Term	[●]
Fees	[●]

This Services Confirmation together with the attached Terms and Conditions form the binding agreement ("**Agreement**") between Arch Consulting Limited (trading as Looply) and the Customer for the Services.

Accepted and agreed for and on behalf of Arch Consulting Limited (trading as Looply)

Signature: _____

Name: _____

Position: _____

Date: _____

Accepted and agreed for and on behalf of the Customer

Signature: _____

Name: _____

Position: _____

Date: _____

1. TERMS AND CONDITIONS

1.1. These are the Terms and Conditions for Arch Consulting Limited (trading as Looply), a company incorporated in England (registered number 03261503) with registered office at 1b Elliott Road, London, W4 1PF ("**Looply**") in relation to its Services (as defined below).

1.2. These Terms and Conditions together with the Services Confirmation form the agreement between Looply and the Customer for the Services ("**Agreement**").

2. DEFINITIONS

2.1. The following definitions apply to these Terms and Conditions:

API: means application programming interface.

Administration Cockpit: the dashboard accessible by Administrative Users of the Software.

Administrative User: an individual employee of the Customer who is authorised by the Customer to administer the use of the Services.

Authorised User: an individual employee of the Customer who is authorised by the Customer to use the Services.

Business Day: any day which is not a Saturday, Sunday or public holiday in England.

Confidential Information: has the meaning provided in clause 10.1.

Customer: the customer who subscribes for the Services as set out in the Services Confirmation.

Customer Data: all data provided to Looply by the Customer for use in the Services (whether by data feed or otherwise).

Customer System: the Customer's ERP or enterprise software system which is to be used in relation to the Services.

Data Protection Legislation: means the UK Data Protection Act 2018, the UK GDPR and related subordinate legislation, as may be amended, updated or re-enacted from time to time.

Documentation: the documents, information and materials made available to the Customer by Looply (including by online means) which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of last signature of the Services Confirmation.

Fees: the fees to be paid for the Services as stated in the Services Confirmation.

Initial Term: means the initial term of the Agreement as stated in the Services Confirmation.

MS Teams: the Customer's instance of the Microsoft Teams application within which the Software will be integrated.

Normal Business Hours: 9.00 am to 5.30 pm UK time, each Business Day.

Looply API: means Looply's proprietary software, data and content API which is used to obtain data from the Customer System and to provide the Customer with direct access to information which assists with the Services.

Renewal Term: the renewal period stated in the Services Confirmation.

Services: the provision of the Software by Looply as a subscription service and as more fully described in the Documentation.

Services Confirmation: the service confirmation document setting out the details of the Customer, Services and Fees, and which together with these Terms and Conditions form the Agreement.

Software: the cloud- based application provided and used by Looply in relation to the Services, including but not limited to the Looply API.

Terms of Use: the Administration Cockpit terms of use which will apply to any Administrative User.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

3. AUTHORISED USERS

3.1. Looply grants to the Customer from the Effective Date a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the term of the Agreement for the Customer's internal business operations.

3.2. The Customer shall not, and ensure Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

3.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or

3.2.2. facilitates illegal activity; or

3.2.3. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Looply reserves the right, without liability or prejudice to its other rights to the Customer or Authorised Users, to disable the Customer's or Authorised Users' access to any material that breaches the provisions of this clause.

3.3. The Customer shall not, and ensure Authorised Users shall not (except to the extent expressly permitted under the Agreement):

3.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute (as applicable) all or any portion of the Software in any form or media or by any means;

3.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form (as applicable) all or any part of the Software;

3.3.3. access all or any part of the Services in order to build a product or service which competes with the Services;

3.3.4. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; or

3.3.5. attempt to bypass or disable any security feature or mechanism within the Services.

3.4. The Customer undertakes that:

3.4.1. Each Administrative User will adhere to the Terms of Use for the Administration Cockpit;

3.4.2. each Administrative User shall keep a secure password for their use of the Administration Cockpit, and that each Administrative User shall keep their password confidential and shall not permit others to share their log-in details;

3.4.3. it shall maintain a written, up to date list of current Administrative Users and provide such list to the Looply within 5 Business Days of Looply's written request at any time;

3.4.4. it shall permit Looply or Looply's designated auditor to audit compliance with this Agreement. Each such audit may be conducted no more thanonce per quarter at Looply's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.

3.5. If any of the audit under clause 3.4.4 reveals that the Customer has underpaid Fees to Looply, then without prejudice to Looply's other rights, the Customer shall pay to Looply an amount equal to such underpayment as calculated in accordance with the Fees set out in the Services Confirmation within 10 Business Days of the date of the relevant audit.

4. SERVICES

4.1 During the term of the Agreement, Looply shall provide the Services to the Customer on and subject to the terms of the Agreement.

4.2 Looply shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

4.2.1 planned maintenance carried out during the agreed maintenance windows;

4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that Looply has used reasonable endeavours to give the Customer at least six (6) Normal Business Hours' notice in advance; and

4.2.3 any emergency maintenance as required, provided Looply provide prompt notice of any emergency maintenance to the Customer.

4.3 Subject to payment to the Fees, Looply will, as part of the Services, provide the Customer with its standard customer support services during Normal Business Hours. Enhanced support services may be available under separate agreement with Looply.

5. CUSTOMER DATA

5.1. As between the parties the Customer shall own the Customer Data and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2. Looply shall follow its standard back-up procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Looply shall be for Looply to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Looply in accordance with the procedures described in its back-up policy. Looply shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

5.3. Looply shall be entitled to use the Customer Data for the purposes of its own analysis and research and development but only where the resulting data sets, insights or other analytical products created do not contain any personal data or any other identifiable Customer Data.

6. CUSTOMER OBLIGATIONS

6.1. The Customer shall provide Looply with all necessary co-operation in relation to the Agreement and all necessary access to such information and equipment as may be required by Looply in order to provide the Services.

6.2. The Customer shall comply with all applicable laws and regulations with respect to its activities under the Agreement and shall carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner.

6.3. The Customer shall ensure that the Authorised Users use the Services in accordance with the terms of the Agreement and shall be responsible for any Authorised User's breach of the Agreement.

6.4. The Customer shall obtain and shall maintain all necessary licences, consents, and permissions necessary to enable it to receive the Services from Looply. In particular, the Customer shall ensure that it has the appropriate licence for MS teams.

6.5. The Customer shall ensure that its network and systems comply with any relevant specifications provided by Looply from time to time and be solely responsible for procuring and maintaining its network and internet connections.

6.6. The Customer shall be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections from its systems to Looply API and Software, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or caused by the internet.

7. LOOPLY'S OBLIGATIONS

7.1. Looply undertakes that the Services will be performed in accordance with the Services Confirmation and Documentation with reasonable skill and care.

7.2. The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Looply's instructions, or modification or alteration of the Services by any party other than Looply or Looply's duly authorised contractors or agents.

7.3. Notwithstanding the terms of clause 7.1, Looply:

7.3.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer or Authorised Users through the Services will meet the Customer's requirements; and

7.3.2. is 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 the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4. This Agreement shall not prevent Looply from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

7.5. Looply warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

7.6. If the Services do not conform to clause 7.1, Looply shall, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. All intellectual property rights in the Software, Services, Documentation and all intellectual property rights created by Looply in providing the Services are owned by

or validly licensed to Looply. The Software and related Services are proprietary to Looply (or the appropriate third-party rights owner) and the Customer and Authorised Users acquire no rights in or to the Software, Services other than those expressly granted by the Agreement.

8.2. Software provided in relation to the Services are provided solely in relation to the Customer's or Authorised Users' use of the Services in accordance with the Agreement and are not provided, or to be used, for any other purpose.

8.3. For the avoidance of doubt, all intellectual property rights in MS Teams belongs to Microsoft.

9. PAYMENT

9.1. The Customer shall pay the Fees to Looply for the Services in accordance with this clause 9 and the Services Confirmation.

9.2. Where requested, the Customer shall provide to Looply valid, up-to-date and complete credit card or direct debit details acceptable to Looply and/or any other relevant valid, up-to-date and complete contact and billing details.

9.3. If the Customer provides its credit card details or bank direct debit details to Looply, the Customer hereby authorises Looply to bill such credit card or bank account on or after the Effective Date for Fees payable. Where no credit card or debit card details are provided Looply shall invoice the Customer and the Customer shall pay each invoice within 30 days after the date of such invoice.

9.4. If Looply has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Looply:

9.4.1. Looply may, without liability to the Customer or Administrative User, disable the Customer's or Administrative Users' passwords, accounts and access (where applicable) to all or part of the Services and Looply shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

9.4.2. interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5. All amounts and fees stated or referred to in the Agreement shall be payable in the currency set out in the Services Confirmation, are non-cancellable and non-refundable, and are exclusive of value added tax or any other applicable tax, which shall be added to Looply's invoice(s) at the appropriate rate.

9.6. Looply reserves the right to increase Fees during the Agreement, no more than one increase in any 12-month period, providing that each increase shall be no higher than the rate of CPI applying in the UK at that time.

10. CONFIDENTIALITY

10.1. Both during and for two years after the termination of the Agreement, each party ("**Receiving Party**") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, including the existence and terms of the Agreement, all technical or commercial know-how, trade secrets, business information (including information relating to customers, clients, suppliers, plans, intentions, market opportunities, operations, products, processes and designs), technology, software, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain ("**Confidential Information**"). The Customer Data shall be considered the Confidential Information of the Customer.

10.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Agreement.

10.3. This clause 10 shall not apply to the disclosure of Confidential Information which:

10.3.1. is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 10;

10.3.2. was obtained or acquired in circumstances under which the receiving party was not bound by any form of confidentiality obligation; and

10.3.3. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).

10.4. Notwithstanding the terms of clause 10.1 and 10.2 above, Looply shall be entitled to reference the Customer as being a customer of Looply in relation to its marketing activities.

11. INDEMNITY

11.1. The Customer shall defend, indemnify and hold harmless Looply against any claim arising out of or in connection with the Customer's or any Authorised Users' use of the Services contrary to this Agreement.

11.2. Looply shall defend the Customer, and if applicable, its officers, directors and employees against any claim that the Software of the use of the Services infringes any third party's intellectual property rights in the United Kingdom, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

11.2.1. Looply is given prompt notice of any such claim;

11.2.2. the Customer provides reasonable co-operation to Looply in the defence and settlement of such claim, at Looply expense; and

11.2.3. Looply is given sole authority to defend or settle the claim.

11.3. In the defence or settlement of any claim, Looply may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional reasonable costs to the Customer.

11.4. In no event shall Looply, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

11.4.1. a modification of the Administration Cockpit, the Software or the Services by anyone other than Looply; or

11.4.2. the Customer's or Authorised Users' use of the Services in a manner contrary to the instructions given to the Customer by Looply; or

11.4.3. the Customer's or Authorised Users' use of the Services after notice of the alleged or actual infringement from Looply or any appropriate authority.

11.5. The foregoing and clause 12 state the Customer's sole and exclusive rights and remedies, and Looply's entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

12.1. This clause 12 sets out the entire financial liability of Looply (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer or Authorised User in respect of:

12.1.1. any breach of the Agreement however arising;

12.1.2. any use made by the Customer or Authorised Users of the Services; and

12.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

12.2. Except as expressly and specifically provided in the Agreement:

12.2.1. the Customer assumes sole responsibility for its and its Authorised Users use of the Services and acknowledges that use of the Services does not guarantee the Customer any improvement in its business efficiencies;

12.2.2. Looply shall have no liability for any damage caused by errors or omissions in Looply information, instructions or scripts provided to Looply by the Customer or Authorised Users in connection with the Services or any actions taken by Looply at the Customer's or Authorised Users' direction;

12.2.3. 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 Agreement; and

12.2.4. the Services and Software are provided to the Customer and Authorised Users on an "as is" basis.

12.3. Nothing in these Terms and Conditions seeks to exclude Looply's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. Looply excludes all other liability to the extent permitted at law.

12.4. Subject to clause 12.3, in no event shall Looply be liable for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss and Looply's total aggregate liability arising under the Agreement or otherwise relating to the Services shall be limited to the total Fees paid during the 12-month period preceding the date on which the claim arose.

12.5. The parties acknowledge and agree that any dates quoted for delivery of the Services are approximate only, and that the time of delivery is not of the essence. Looply shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause outside the control of Looply or the Customer's failure to provide Looply with adequate delivery instructions.

12.6. The parties acknowledge that Looply shall not be liable for any losses or other problems related to issues caused solely by MS Teams or the Customer System.

12.7. Nothing in this Agreement shall restrict or limit either party's general obligation to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this Agreement.

13. TERM AND TERMINATION

13.1. The Agreement shall, unless otherwise terminated under this Clause 13, commence on the Effective Date and shall continue for the Initial Period and thereafter shall be renewed for successive Renewal Terms unless either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Term or any Renewal Term, in which case this Agreement shall terminate upon expiry of the Initial Term or Renewal Term (as applicable).

13.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

13.2.1. the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing of the breach; or

13.2.2. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986; or

13.2.3. the other party ceases, or threatens to cease, to trade.

13.3. On termination of the Agreement for any reason:

13.3.1. all rights to use the Software and the Services granted under the Agreement shall immediately terminate;

13.3.2. each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;

13.3.3. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and

13.3.4. unless otherwise agreed between the parties, the Customer Data will be deleted at termination. Should the Customer wish for Looply to retain Customer Data following termination Looply shall be entitled charge the Customer a reasonable fee for the storage of such Customer Data.

14. DATA PROTECTION

14.1. Both parties will comply with all applicable requirements of Data Protection Legislation.

14.2. If Customer Data includes any personal data (as that term is defined in the Data Protection Legislation), and Looply requires to process such data in relation to the Services being provided to the Customer, then the parties acknowledge that Looply shall be deemed the processor and the Customer the controller (as those terms are defined in the Data Protection Legislation) and in any such case:

14.2.1. Looply shall process the personal data only in accordance with the terms of the Agreement and any lawful instructions reasonably given by the Customer from time to time;

14.2.2. in relation to the scope, nature and purpose of the processing by Looply in relation to the Services:

14.2.2.1. the categories of data subjects are the Administrative Users;

14.2.2.2. the type of data will be identity data and data relating to the name and

email address of that individual in relation to their engagement with the Customer; and

14.2.2.3. the duration of the processing is concurrent with the duration of the Agreement;

14.2.3. all individuals involved in the provision of the Services on behalf of Looply shall be subject to appropriate obligations of confidentiality;

14.2.4. Looply warrants that the provision of the Services includes the implementation of sufficient technical and organisational measures to ensure an appropriate level of security in relation to the processing of personal data as required by Data Protection Legislation;

14.2.5. Looply shall as far as is possible and proportionate in relation to the nature of the processing, implement technical and organisation measures that assist the Customer with its obligations in relation to the exercise of data subjects' rights as described in Data Protection Legislation;

14.2.6. Looply shall notify the Customer without undue delay upon becoming aware of any breach (or suspected breach) of Data Protection Legislation relating to the personal data. Such notification shall:

14.2.6.1. include information on the nature of the breach and the data involved;

14.2.6.2. describe the categories and number of individuals concerned and the likely consequences;

14.2.6.3. describe the measures taken or proposed to be taken to address the issue; and

14.2.6.4. provide contact detail for the Customer to obtain more information on the issue;

14.2.7. subject to clause 13.3.4 or unless otherwise instructed by the Customer, Looply shall delete all personal data within the Customer Data in line with its standard data retention practices and in accordance with its privacy policy (from time to time). If Looply is instructed by the Customer to retain personal data out with its standard data retention practices, it may charge a fee to the Customer for doing so.

14.2.8. Looply shall make available to the Customer such information as the Customer may reasonably request in relation to demonstrating compliance with Data Protection Legislation, and shall participate in audits and inspections where reasonably requested by the Customer in relation to the demonstration of such compliance;

14.2.9. Looply shall immediately inform the Customer if, in its opinion, an instruction to Looply infringes Data Protection Legislation and shall be entitled to suspend any data processing until the instruction is clarified.

14.2.10. Unless otherwise notified to the Customer, Looply will process personal data received from the Customer within the UK and the jurisdiction of the Customer for the duration of the Agreement. Where Looply has notified the Customer that personal data will be processed in another jurisdiction, the Customer will have 14 days from receipt of such notice to object to the processing. If the Customer agrees to the processing or does not respond within the specified timeframe, Looply shall be entitled to process such personal data outside the jurisdiction providing that appropriate safeguards are in place and any such transfer is in accordance with Data Protection Legislation.; and

14.2.11. the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Looply so that Looply may lawfully use, process and transfer the personal data in accordance with the Agreement on the Customer's behalf.

14.3. Looply shall indemnify the Customer for all losses, damages, costs, expenses (including, without limitation, reasonable legal fees) and any other liabilities suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with any breach of clause 14 whether or not this Agreement has been terminated.

15. GENERAL

15.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).

15.2. If Looply choose to waive any particular right it has under the Agreement on any particular occasion, this does not prevent it from exercising that right on another occasion.

15.3. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.

15.4. Looply shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.

15.5. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without Looply's prior written permission. Looply may transfer its rights and obligations under the Agreement to a third party on giving written notice of such transfer to the Customer.

15.6. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.7. All notices required or permitted under the Agreement will be in writing and given by email to the addresses set out in the Service Confirmation or such other email address as parties may intimate from time to time. Any such notice shall be deemed to have been duly received when confirmation of completion of its transmission has been recorded by the sender's email system.

15.8. The Agreement, including the Services Confirmation referencing these Terms and Conditions, constitutes the complete and exclusive understanding and agreement between Customer and Looply regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter (including any proposal Looply may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a

party to the Agreement or not) other than as expressly set out in the Agreement.

16. LAW AND JURISDICTION

This Agreement shall be governed by English Law. If either party requires to raise court proceedings in relation to any such dispute, then the courts of English and Wales shall have non-exclusive jurisdiction under the Agreement in relation to those proceedings.