

Kallidus Standard Terms and Conditions for the Creation of Bespoke Digital Learning Content (v23)

These Terms and Conditions form part of the agreement between Kallidus Limited and the Customer named on a Kallidus Order Form in relation to the creation and development by Kallidus for the Customer of bespoke digital eLearning content as specified in that Order Form.

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions (“**these Terms**”).

1.1 Definitions:

Acceptance Date	the earlier of (i) the date on which the Customer notifies Kallidus in accordance with the Statement of Work that it has received the Bespoke Digital Content and accepts it as complying with the Specification and (ii) the date which is ten (10) days after delivery by Kallidus of the Gold Build of the Bespoke Digital Content;
Bespoke Digital Content	bespoke training content, including the design and development of customer-specific templates, to be delivered to the Customer in the format specified in the Statement of Work;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Contract	the agreement between the Customer and Kallidus for the provision of the Bespoke Digital Content, as constituted by the Order Form, these Terms and the Statement of Work;
Customer	the customer identified on the Order Form;
Customer Material	any material made available to Kallidus by the Customer or sourced by Kallidus from a third party at the request or direction of the Customer;
Fee	the fee for the Bespoke Digital Content described in the Order Form;
Foreground IP	Any Intellectual Property Rights in the Bespoke Digital Content that arise or are developed by Kallidus in the course of the creation and development of the Bespoke Digital Content (for the avoidance of doubt, always excluding Kallidus Background IP);
Good Industry Standards	the exercise of that degree of skill and diligence which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of undertaking under the same or similar circumstances and at the same level of remuneration;
Intellectual Property Rights	means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, database rights, rights in

undisclosed or confidential information such as know-how and other trade secret rights, and all other intellectual property rights or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration), derivatives, and forms of protection of a similar nature which may now or in the future subsist anywhere in the world;

Kallidus	Kallidus Limited a company registered in England and Wales with company number 3984404 whose registered office is at 3 rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT;
Kallidus Background IP	any Intellectual Property Rights that are used by Kallidus in connection with the creation and development of the Bespoke Digital Content, including any Intellectual Property Rights owned by Kallidus (including Kallidus' templates) and/or by any third party, but excluding always any Foreground IP, any Customer Materials and/or Subject Matter Expertise provided by the Customer;
Order Form	an order form in the form used by Kallidus for the time being, which has been agreed and signed by both parties relating to the Bespoke Digital Content to be provided to the Customer;
Project Plan	the agreed dates, times and locations for the creation, development and delivery of the Bespoke Digital Content during the Term, such plan to be developed and reviewed as specified in the Statement of Work;
Specification	the specification or requirements of the Bespoke Digital Content as set out in the Statement of Work;
Statement of Work	the statement of work developed by Kallidus and the Customer to set out the description and specification of the Bespoke Digital Content and to frame the Project Plan;
Subject Matter Expertise	the subject-matter knowledge, discipline or expertise required to achieve the Customer's training objective or requirement for the Bespoke Digital Content, and "Subject Matter Expert" shall be construed accordingly;
Term	the period from the date of the Contract until the Acceptance Date or earlier termination of the Contract.

- 1.2 References to clauses are references to the clauses of these Terms.
- 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 preceding those terms.
- 1.4 In the event and to the extent of any conflict or inconsistency between these Terms, the Order Form and the Statement of Work, the order of precedence to the extent of any such conflict or inconsistency shall be as follows:
 - 1.4.1 These Terms;
 - 1.4.2 The relevant Order Form, save where these Terms expressly provide for the relevant Order Form to take precedence;

- 1.4.3 The Statement of Work, save where these Terms expressly provide for the relevant Statement of Work to take precedence.
- 1.5 Writing or written shall include email and any other digital means of communication used by Kallidus, including the Kallidus website, or its customer support portal.

2. THE CONTRACT

- 2.1 By signing the Order Form the Customer agrees with Kallidus for Kallidus to produce the Bespoke Digital Content on the terms of the Contract and in accordance with the Statement of Work and the Project Plan.
- 2.2 If the Statement of Work is not signed by the parties at the same time as this Order Form, no work shall be required to be undertaken by Kallidus until the Statement of Work is agreed and signed. However, if Kallidus does commence work, it shall be entitled to payment in respect of all work done by it in connection with the production of the Bespoke Digital Content notwithstanding that the Statement of Work has not been signed.
- 2.3 Either party shall have the right to terminate the Contract immediately on written notice given to the other if the Statement of Work has not been agreed and signed by both parties.
- 2.4 If this Contract is terminated by either party under clause 2.3 above, Kallidus' right to be paid for work done prior to the date of termination shall be unaffected by such termination.
- 2.5 The production of the Bespoke Digital Content may include:
 - 2.5.1 creating and developing outlines and storyboards for the Bespoke Digital Content;
 - 2.5.2 creating and developing interactive screens, media, games and virtual reality applications for the Bespoke Digital Content;
 - 2.5.3 producing prototypes and development iterations of the Bespoke Digital Content; and/or
 - 2.5.4 delivering the Bespoke Digital Content to the Customer,all in discussion with the Customer and in accordance with the Statement of Work.
- 2.6 Except to the extent otherwise expressly agreed and set out in the Order Form and/or the Statement of Work, Kallidus shall provide instructional design services only and shall not act as Subject Matter Expert and the Customer shall be responsible for all Subject Matter Expertise.

3. THE PROCESS

- 3.1 The parties agree to meet in accordance with the Statement of Work to consult in good faith with each other in relation to the development and production of the Bespoke Digital Content.
- 3.2 Without prejudice to clause 3.1, the Customer agrees to attend all meetings required by the Statement of Work or as otherwise reasonably required by Kallidus and to provide all information, Subject-Matter Expertise (except to the extent that Kallidus has agreed in the Order Form and/or the Statement of Work to act as Subject Matter Expert) cooperation, input, approvals and decision-making reasonably requested by Kallidus in connection with the creation and development of the Bespoke Digital Content within a timeframe that enables Kallidus to create, develop, produce and deliver the Bespoke Digital Content in accordance with the Contract.

- 3.3 The Customer shall appoint a representative who shall have the authority to act on behalf of the Customer to make all decisions required in connection with the Contract and to accept as satisfactory the storyboards and design and content of the Bespoke Digital Content.
- 3.4 Either party may request changes to the Specification (or any other matter concerning the subject matter of the Contract) at any time. Each party agrees that it will not unreasonably request changes or refuse to agree to changes requested. Before any changes are agreed the parties will agree in good faith any changes in the Fee, the Project Plan or any other parameters.
- 3.5 If the Customer does not perform timely its obligations under this Contract, and Kallidus has, as a result to re-plan its activities and resources and/or update the Project Plan or other timelines associated with its activities hereunder for the Customer (a “**Re-Planned Project**”), then Kallidus shall charge (and the Customer shall pay) a project re-planning fee. The project replanning fee shall be calculated as the greater of 1% of the total project value as specified in the relevant Order Form or £200, or such other project replanning fee as is specified in the relevant Order Form or Statement of Work.
- 3.6 If the Customer requests that a project be placed on-hold, or if the Customer does not perform timely its obligations under this Contract and Kallidus elects to suspend the project, then all development work shall be placed on hold such that no further development or production activities shall be required to be performed by Kallidus (an “**On-Hold Project**”). If the Customer subsequently wishes to continue with the On-Hold Project, in respect of work required to restore the project to live status, including re-planning activities and resources, Kallidus shall charge (and the Customer shall pay) an additional fee calculated as the greater of 5% of the total project value as specified in the relevant Order Form or £881.25, or such other additional On-Hold Project fee as is specified in the relevant Order Form or Statement of Work.
- 3.7 If a project remains as an On-Hold Project for more than three (3) months, Kallidus shall be entitled to give written notice to the Customer to terminate this Contract with immediate effect.
- 3.8 Time shall not be of the essence in relation to the delivery of the Bespoke Digital Content, and Kallidus shall have no liability for any delay to the extent that this is caused or contributed to by any default of the Customer or any third party (not being a subcontractor or agent of Kallidus).
- 3.9 Kallidus’ obligations in respect of the delivery of Bespoke Digital Content under the Contract shall end on the Acceptance Date for the relevant Bespoke Digital Content.

4. THE FEE AND PAYMENT

- 4.1 Unless alternative payment terms are set out in the Order Form, Kallidus shall invoice the Customer for the Fee as follows:
- 4.1.1 50% on signature of the Order Form;
- 4.1.2 25% on Kallidus’ delivery of the storyboard in accordance with the Statement of Work; and
- 4.1.3 25% on the Acceptance Date.
- 4.2 Any additional fees payable by the Customer shall be invoiced at the relevant time.
- 4.3 Unless an alternative payment period is set out in the Order Form, Kallidus’ invoices shall each be paid in full by the Customer within thirty (30) days of their dates, free of deduction, set off or counterclaim.
- 4.4 If any sum payable to Kallidus under the Contract is not paid by the date on which it is due, then (without prejudice to any other available remedy) interest will accrue on the overdue amount at the statutory rate for the time being in force under the Late Payment of Commercial Debts (Interest) Act 1998 and Kallidus reserves the right in its discretion:

- 4.4.1 to suspend provision of all or any part of the services under the Contract;
 - 4.4.2 (without prejudice to any claim against the Customer) to terminate the Contract immediately on written notice to the Customer.
- 4.5 Where interest on any sum due accrues in accordance with this clause, any payment later received will be applied first in payment of the interest due, and secondly in reduction of the indebtedness.
- 4.6 All charges are quoted exclusive of VAT, which shall be paid to Kallidus, in addition, on submission by Kallidus of a valid VAT invoice.
- 4.7 The Customer agrees that reasonable travel charges and expenses (incurred in accordance with the Kallidus expenses policy, a copy of which is available on request) will be billed and payable in addition to the Fee.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Kallidus Background IP is and shall remain the exclusive property of Kallidus (or, where applicable, the third party from whom its right to use the Background IP has derived).
- 5.2 Kallidus grants to the Customer a non-exclusive licence to use the Kallidus Background IP to the extent reasonably necessary to allow the Customer to use the Bespoke Digital Content, including reproducing and altering it, for those purposes for which the Bespoke Digital Content was intended and purchased by the Customer.
- 5.3 Subject to clause 5.6, Kallidus assigns to the Customer all of its right, title and interest in the Foreground IP in the Bespoke Digital Content.
- 5.4 Subject to clause 5.6, Kallidus shall use reasonable commercial endeavours to obtain a waiver of all so-called “moral rights” under the Copyright, Designs and Patents Act 1988 from any person engaged or employed by Kallidus and who contributes to the Bespoke Digital Content and to whom such rights may accrue in relation to the Foreground IP.
- 5.5 Kallidus shall promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to clause 5.3. The Customer shall reimburse Kallidus for the reasonable costs properly incurred by it in complying with its obligations under this clause 5.5.
- 5.6 For the avoidance of doubt, the assignment of rights in Foreground IP made under paragraph 5.3 and any waiver of moral rights in Foreground IP made under clause 5.4 do not extend to any Customer Material and/or Subject Matter Expertise provided by the Customer or by any third party at the request or direction of the Customer.
- 5.7 Kallidus may use the Customer's name and Intellectual Property Rights to the extent reasonably necessary for the purposes of the Contract (such as by including them in the Bespoke Digital Content) and referring to them in paperwork. Further, unless specified to the contrary in the relevant Order Form, the Customer agrees that:
- 5.7.1 Kallidus may use the Customer's name and Intellectual Property Rights to include them in Kallidus' own promotional materials in accordance with clause 5.7.2. The Customer warrants that no such use shall infringe the rights of any third party.

- 5.7.2 Kallidus shall have the non-exclusive right at all times to use extracts from the Bespoke Digital Content for its own promotional use in internal and external and prospective customer presentations and on Kallidus' website. The Customer shall have the right to request to Kallidus that the extracts (or any one or more of them) be removed and no longer used by Kallidus if the Customer reasonably considers that such use may be detrimental to the Customer's reputation or its commercial interests; and
- 5.7.3 With the Customer's agreement, Kallidus may use the Customer's plain text name to list the organisation as a customer of Kallidus and may issue press releases announcing that the Customer is a customer of Kallidus.
- 5.7.4 The Customer may participate in a customer case study for marketing purposes.

6. WARRANTIES AND INDEMNITIES

- 6.1 Kallidus warrants and undertakes to the Customer that:
- 6.1.1 it is fully entitled to enter into and to perform the Contract;
 - 6.1.2 it shall provide its services with reasonable skill and care and in conformance with Good Industry Standards and in accordance with the Customer's reasonable instructions and requests;
 - 6.1.3 subject to clause 6.2, the Bespoke Digital Content will not infringe the copyright or any other Intellectual Property Rights of any third party;
 - 6.1.4 subject to clause 6.2, the Bespoke Digital Content will not contain any defamatory matter or breach any contract or duty of confidence;
 - 6.1.5 the Bespoke Digital Content will comply with the Specification (save that, for the avoidance of doubt, Kallidus does not warrant that the Bespoke Digital Content will achieve any training requirement of the Customer, and the Customer acknowledges that it must satisfy itself that content complying with the Specification will achieve any training or other relevant requirement that the Customer has); and
 - 6.1.6 other than as expressly provided for in these Terms, Kallidus shall not make any commercial exploitation of any of the Bespoke Digital Content save that (for the avoidance of doubt) it may use or exploit Kallidus Background IP without restriction.
- 6.2 The warranties given in clauses 6.1.3 and 6.1.4, and the indemnity given in clause 6.3, do not apply to the extent that the Bespoke Digital Content incorporates or reflects Customer Material and/or Subject Matter Expertise provided by the Customer or by any third party at the request or direction of the Customer.
- 6.3 Subject to clauses 6.2 and 6.4 and clause 7, Kallidus shall indemnify the Customer and keep the Customer fully and effectively indemnified against all actions, costs, demands, losses, claims and expenses of whatsoever kind or nature arising from any breach of either of the warranties given in clauses 6.1.3 and 6.1.4.
- 6.4 The indemnity given in clause 6.3 is subject to the Customer promptly notifying Kallidus in writing of any claim, not compromising, settling or otherwise resolving such claim without Kallidus' prior written consent (such consent not to be unreasonably withheld or delayed), not making any admission in respect of such claim and granting Kallidus (if requested) the sole right to defend, control and settle such claim.
- 6.5 Clause 6.3 states Kallidus' entire liability and the Customer's exclusive remedy for a breach of the warranties given in clauses 6.1.3 and 6.1.4 of any kind.

- 6.6 The Customer warrants and undertakes to Kallidus that:
- 6.6.1 it is fully entitled to enter into and perform the Contract and the person signing the Order Form for the Customer has authority to enter the Customer into legally binding contracts;
 - 6.6.2 it shall either own, or has obtained and paid for licences to use, all Customer Material and Subject Matter Expertise provided by the Customer or by any third party at the request or direction of the Customer;
 - 6.6.3 no part of the Customer Material and/or Subject Matter Expertise provided by the Customer or by any third party at the request or direction of the Customer shall infringe the copyright or any other Intellectual Property Rights of any third party;
 - 6.6.4 no part of the Customer Material and/or Subject Matter Expertise provided by the Customer or by any third party at the request or direction of the Customer shall contain any defamatory matter or breach any contract or duty of confidence; and
 - 6.6.5 it shall at all times comply with the terms of licence of any Kallidus Background IP as set out in clause 5.2 above.
- 6.7 Subject to clause 6.8, the Customer shall indemnify Kallidus and keep Kallidus fully and effectively indemnified against all actions, costs, demands, losses, claims and expenses of whatsoever kind or nature arising from any breach of any of the warranties given in clause 6.6.
- 6.8 The indemnity given in clause 6.7 is subject to Kallidus promptly notifying the Customer in writing of any claim, not compromising, settling or otherwise resolving such claim without the Customer's prior written consent (such consent not to be unreasonable withheld or delayed), not making any admission in respect of such claim and, if the Customer so requests, granting the Customer the sole right to defend, control and settle such claim.

7. EXTENT OF LIABILITY

- 7.1 To the extent permitted by English law notwithstanding the form (whether contract, tort (including negligence and negligent misstatement), statutory duty, misrepresentation or otherwise) in which any legal or equitable action may be brought against Kallidus, Kallidus shall not be liable under the Contract (including under an indemnity) for damages or any other monetary remedy which exceed, in the aggregate, the greater of £50,000 and the Fee.
- 7.2 To the extent permitted by English law, in no event shall either party be liable for any loss of revenue, actual or anticipated profits, contracts, business, anticipated savings, opportunity, goodwill or reputation whether direct or indirect or for any special, incidental, indirect, consequential, exemplary or punitive loss or damages, even if a party has been notified at the time of making the Contract of the possibility of such loss or damage arising and whether arising in or caused by tort (including negligence and negligent misstatement), breach of contract, statutory duty, misrepresentation or otherwise.
- 7.3 Nothing in the Contract shall limit either party's liability for death or personal injury caused by a party's negligence or liability for fraud.
- 7.4 The provisions of the Contract allocate the risks between the Customer and Kallidus. Kallidus' pricing reflects this allocation of risk and the limitations of liability set out in this clause.
- 7.5 The parties agree that each of them shall be obliged to mitigate any loss which it may suffer or incur as a result of any matter that may give rise to a claim under this Contract, including any indemnity.

8. CONFIDENTIALITY

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential (including the terms of the Contract) and shall not disclose such information to any person other than its employees, agents or sub-contractors where such disclosure is required for the performance of the party's obligations under the Contract. This clause shall not extend to information which was already in the lawful possession of a party prior to the Contract or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive the expiry or any termination of the Contract.

9. TERM AND TERMINATION

- 9.1 The Contract shall start on the date of the Order Form and, subject to earlier termination in accordance with its terms, shall continue until the Acceptance Date when it shall terminate automatically without the need for either party to give notice to the other.
- 9.2 Each party shall be entitled to terminate the Contract immediately by written notice to the other if the other party:
- 9.2.1 fails to pay an undisputed sum to the other;
 - 9.2.2 commits any material breach of the Contract that is not capable of remedy (including, in the case of the Customer and without limitation, any breach of confidentiality or any infringement of Kallidus' Intellectual Property Rights);
 - 9.2.3 commits any material breach of the Contract that is capable of remedy and fails to remedy it within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
 - 9.2.4 is involved in any legal proceedings concerning its solvency, or ceases trading, or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction), or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any analogous event occurs in any relevant jurisdiction.
- 9.3 On the expiry or termination of the Contract for any reason:
- 9.3.1 neither party shall have any further obligation to the other under the Contract except as stated in the Contract;
 - 9.3.2 all fees and other sums that are payable under the Contract shall become due for payment immediately; and
 - 9.3.3 the rights, remedies or obligations of the parties that have accrued or become due before termination shall remain unaffected.

10. DISPUTE RESOLUTION

If any dispute arises out of the Contract the parties will attempt in good faith to negotiate a settlement. If the matter is not resolved by negotiation, the parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See www.cedr.co.uk). Unless the parties agree on the choice of mediator within 7 days of one party nominating a proposed mediator in writing to the other, the mediator shall be appointed by CEDR at the request of either party. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party. Nothing in this clause shall prevent or delay either party from seeking injunctive relief in any court in respect of any infringement of intellectual property or from

issuing proceedings to recover any undisputed debt or from joining the other party to any proceedings issued against the first party by a third party.

11. NOTICES

- 11.1 Any notice given under the Contract shall be in writing and shall be delivered by hand (in which case delivery is effective immediately), by email (in which case delivery shall be deemed to have taken place on the next following Business Day), by Royal Mail special delivery (if posted and sent in the United Kingdom) or by airmail (if posted or sent outside the United Kingdom). If a notice is delivered by hand or posted then it must also be delivered simultaneously by email. In the case of Royal Mail special delivery, delivery shall be deemed to take place at the later of the time recorded by the delivery service as having left the notice at the party's address or two (2) Business Days after posting. In the case of airmail, delivery shall be deemed to take place seven (7) days after posting.
- 11.2 Notices shall be either delivered or posted to the registered office address from time to time of the relevant party.
- 11.3 Notices to Kallidus by email shall be sent to the Contract Management team at contracts.ext@kallidus.com.

12. FORCE MAJEURE

- 12.1 Neither party shall be liable for any delay or default in performing any of its obligations (not being an obligation to pay money to the other party) if the delay or default results from events or circumstances outside its reasonable control, including, without limitation, interruption or failure of utility services (including but not limited to electricity or telephone services), failure of any transportation service, fuel shortage, any industrial dispute, fire, flood, earthquake, severe weather conditions, epidemics or pandemics and any knock-on consequences such as national restrictions, war or other hostilities, acts of terrorism, actions of governments or governmental agencies, riots or other civil commotions ("event of force majeure"). The party affected by the event of force majeure shall use all reasonable endeavours to remove or overcome the event of force majeure as soon as practicable. Such delay or default shall not constitute a breach of the Contract and the time for performance shall be extended by a period equivalent to that during which performance is so prevented by the event of force majeure. If such delay or default continues for a period of more than ninety (90) days, either party may terminate this Contract upon written notice to the other party.

13. ASSIGNMENT

- 13.1 The Contract is personal to the parties, neither of whom may assign any of its rights or obligations under the Contract without the prior written consent of the other, provided that:
- 13.1.1 either party may assign its rights and obligations under the Contract to a purchaser of all or a substantial part of its business and undertaking without the consent of the other party; and
- 13.1.2 Kallidus may subcontract or delegate any or all of its obligations under this Contract to any third party.

14. MISCELLANEOUS

- 14.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.3 During the term of the Contract and for six months after it ends, both parties agree not without the other party's prior written consent to solicit or to offer employment to any employee of the other party with whom it has had dealings in relation to the Contract. If a party breaches this restriction, it agrees to pay to the other party on demand as liquidated damages a sum equal to 30% of that person's starting annual gross salary or other contractual payment with the party in breach and agrees that this amount shall be recoverable as a debt.
- 14.4 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6 If any provision or part provision of this 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 Contract.
- 14.7 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.
- 14.8 Each party agrees that it 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 and confirms that it did not enter into the Contract in reliance on any such statement, representation, assurance or warranty.
- 14.9 A person who is not a party to the Contract shall not have any rights under or in connection with it. Each party shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption and promptly report to the other any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the Contract.
- 14.10 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 14.11 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.12 If either party executes this Contract using an electronic signature, that party warrants that any such electronic signature is authentic and the person signing has the authority to enter into this Contract.

Date of this edition of these Terms: October 2024