

1 General and Scope of Application

- 1.1 These general terms and conditions for the supply of goods and services (the "General Terms") shall govern the sale of goods and services (the "Goods and Services") by Rivendell (Europe) Limited (hereinafter "Seller") to its customers (hereinafter "Buyer"). The Buyer shall be deemed to accept these General Terms by ordering any Goods and Services unless specifically otherwise agreed in writing between Seller and Buyer. Any differing, conflicting or supplementary provisions and conditions of the Buyer including but not limited to any provision emanating from standard terms and conditions routinely proffered or employed by a buyer in the course of its business or profession that a buyer invokes, proffers, or purports to bring into effect as governing a contract between the parties) shall not become part of a contract, unless expressly agreed to by the Seller in writing.
- 1.2 The following definitions apply:
 - 1.2.1 **Affiliates:** any entity that directly or indirectly controls, is controlled by, or is under common control with the Seller, where "control" shall have the meaning given to it in Section 1124 of the Corporation Tax Act 2010.
 - 1.2.2 **Applicable Laws:** all applicable laws, statutes, regulations and codes in force and applicable in England and Wales from time to time.
 - 1.2.3 **Business Day:** a day other than a Saturday, Sunday or public holiday in England;
 - 1.2.4 **Charges:** the charges for the Goods and Services as set out in the Order;
 - 1.2.5 **Confidential Information:**
 - 1.2.5.1 the existence and terms of this agreement; and
 - 1.2.5.2 information concerning the business, finances, affairs, customer, Buyers or Sellers of the other party; and
 - 1.2.5.3 designs (including photography), concepts, prototypes, proposals, labelling information, graphics (including motion graphics), quotations and plates; and
 - 1.2.5.4 any information that is identified as being of a confidential or proprietary nature or that would be regarded as confidential by a reasonable business person;
 - 1.2.6 **Contract:** the contract for Services made up of the Order and these Conditions;
 - 1.2.7 **Control:** has the meaning given to that term in section 1124 of the Corporation Tax Act 2010 and "Controlled" and "Controlling" shall be construed accordingly;
 - 1.2.8 **Buyer:** the person or company who purchases the Goods and Services from the Seller as detailed in the Order;
 - 1.2.9 **Buyer Materials:** documents, materials and instructions that the Buyer provides to the Seller in connection with the Goods and Services;

- 1.2.10 Data Protection Legislation: means (i) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") unless and until the GDPR is no longer directly applicable in the UK, together with any national implementing laws, regulations and secondary laws as amended or updated from time to time in the UK including the Data Protection Act 2018 (the "DPA"); (ii) the UK GDPR; (iii) any successor legislation to GDPR, the DPA and the UK GDPR; and (iv) any other directly applicable regulation relating to data protection and privacy;
- 1.2.11 Deliverables: the final Goods and Services (and output file, as relevant) as stated to be provided to the Buyer in the Order;
- 1.2.12 Force Majeure Event: any event or circumstances outside the reasonable control of either party affecting its ability to perform any of its obligations under these Conditions including Act of God, fire, flood, severe weather, epidemic or pandemic, war, revolution, acts of terrorism, riot or civil commotion, trade embargo, strikes, lock-outs or other industrial action, and shortages in supplies of materials or utilities, interruption or disruption to Seller supplies of utilities, lack of means of transport and similar events or circumstances;
- 1.2.13 Good Industry Practice: the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Goods and Services;
- 1.2.14 Goods and Services: the goods and/or services set out in the quotation or proposal issued by the Seller and confirmed in the Order, as applicable.
- 1.2.15 Insolvency Event: means a party:
- 1.2.15.1 enters liquidation;
- 1.2.15.2 has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; or
- 1.2.15.3 proposes to make any arrangement with its creditors or goes into liquidation;
- 1.2.16 Intellectual Property Rights: any current and future intellectual property rights and interests including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service marks, business and trade names, domain names, know-how, topography rights, inventions, rights in confidential information (including technical and commercial trade secrets) and image rights, and rights of a similar or corresponding character in any part of the world, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country in the world;
- 1.2.17 Order: the Seller's written acknowledgement of the Buyer's order;
- 1.3 In these Conditions (except where the context otherwise requires):

- 1.3.1 the singular includes the plural and vice versa, and references to any gender includes the other genders;
 - 1.3.2 references to a “person” includes an individual, corporation (whether incorporated or unincorporated), partnership, trust, unincorporated association and any other entity or association of any nature;
 - 1.3.3 any words following the terms “including”, “include”, “for example” or any similar expression are by way of illustration and emphasis only and do not limit the generality or extent of any other words or expressions; and
 - 1.3.4 references to any legislation include any modification or re-enactment of that legislation and any subordinate legislation made (before or after this agreement) under that legislation.
- 1.4 In the case of conflict or ambiguity between the provisions of these Conditions and the order acknowledgement issued by the Buyer as part of the Order, the Order will prevail over the schedules. These Conditions will prevail over any document issued by the Buyer as part of the Order.

2 Offer, Information and Conclusion of the Contract

- 2.1 The Seller shall issue the Buyer with a quotation or proposal for the services, the Buyer will then issue a purchase order in response to the same without variation, this shall constitute an offer to purchase the services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Seller issues written acceptance of the Buyer's purchase order at which point, and on which date, the Contract shall come into existence.
- 2.3 Any samples, drawings, descriptive matter, photography, design or advertising issued by the Seller, and any descriptions or illustrations contained in the Seller's marketing collateral, catalogues, portfolios or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Seller shall not constitute an offer and is only valid for a period of 30 days from its date of issue, unless otherwise agreed.

3 Supply of Services

- 3.1 The Seller shall supply the Services to the Buyer in accordance with the Order in all material respects.
- 3.2 The Seller shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Seller reserves the right to amend the Order (and to charge any consequential costs incurred as a result) if necessary, to comply with any Applicable Law (as notified by the Buyer) or if the amendment will not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.
- 3.4 The Seller shall use reasonable endeavours to provide the Services and deliver the Deliverables to the Buyer in accordance with Good Industry Practice and Applicable Laws in all material respects. Time for performance of the Services will not be of the essence.
- 3.5 The Seller will not be liable for any breach of these Conditions if and to the extent that breach is caused directly or indirectly by the Buyer.
- 3.6 Unless expressly stated in the Order, the Deliverables shall not include any materials or working files used to generate the final output file.

4 Buyer's Obligations

- 4.1 The Buyer shall:
 - 4.1.1 promptly provide the Buyer Materials and any information the Seller reasonably requires, and shall ensure they are correct;
 - 4.1.2 obtain and maintain all necessary licences and consents and comply with all Applicable Laws in relation to its receipt and use of the Services, the Deliverables and the Buyer Materials; and
 - 4.1.3 notify the Seller of any Applicable Laws relevant to the performance of the Services or the Deliverables from time to time.

5 Price, Terms of Payment, and Default

- 5.1 The Buyer shall pay the Seller the Charges as set out in the Order which shall be based on the Seller's rate card of charges in place from time to time, or in the absence of a rate card as agreed by the parties from time to time.
- 5.2 Where the Order specifies that the Charges shall be calculated on a time and material basis the following shall apply:

- 5.2.1 the Charges shall be calculated in accordance with the Seller's daily fee rates, as set out in rate card at the date of the Contract and notified to the Buyer by the Seller;
 - 5.2.2 the Seller's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - 5.2.3 the Seller shall be entitled to charge an overtime rate of 1.5 x 50% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in 5.2.2; and
 - 5.2.4 the Seller shall be entitled to charge the Buyer for any expenses reasonably incurred by the individuals whom the Seller engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Seller for the performance of the Services, and for the cost of any materials.
- 5.3 The Charges are exclusive of VAT or any applicable sales tax, which the Buyer shall pay to the Seller at the rate prescribed by law.
 - 5.4 The Buyer shall pay each invoice issued to it by the Seller within 30 days of receipt, in full and in cleared funds in pounds sterling, by electronic transfer to the bank account nominated from time to time by the Seller. Unless otherwise agreed between the Parties.
 - 5.5 Without prejudice to any other right or remedy that the Seller may have, if the Buyer fails to pay the Seller on the due date:
 - 5.5.1 the Buyer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank plc's base rate from time to time, accruing daily; and the Buyer shall be obliged to indemnify the Seller for any costs which it incurs appropriately in collecting the debt in a reasonable manner. The Seller may demand higher interest rates, if the Seller incurs them itself; and
 - 5.5.2 the Seller may suspend all Services until payment has been made in full.
 - 5.6 If the Buyer disputes the payment of any Charges or a part of them, the Buyer shall:
 - 5.6.1 notify the Seller of the disputed amount on or before the due date for payment giving reasonable details of the dispute; and
 - 5.6.2 pay the amount of Charges not in dispute in accordance with clause 5.1.
 - 5.7 Neither party will be entitled to withhold, set off or reduce payment of any amounts payable under this agreement.

The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase prices in accordance with any cost increases that have occurred.

6 ACCEPTANCE OF GOODS

- 7 Any claim by the Buyer which is based on any defect in the quality or condition of any Goods and Services or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Supplier within 24 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. Goods and Services accepted by the Buyer cannot subsequently be returned and any claim which the Buyer might otherwise have shall be deemed to have been waived, and the Buyer shall be bound to pay the Charges as if the Goods and Services had been delivered in accordance with the Order. The Buyer will indemnify the Seller against any loss which it suffers because any notification pursuant is received too late to enable it to claim against carriers or insurers in respect of any damage or loss in transit.

8 Intellectual Property Rights

- 8.1 All Intellectual Property Rights belonging to a party prior to existence of this Contract will remain vested in that party.
- 8.2 Unless otherwise specified in the Order, all Intellectual Property Rights in the Deliverables and any work product generated in performing the Services will be owned by the Seller.
- 8.3 The Buyer grants, and shall procure that any relevant third party grants, a royalty-free, non-transferable, non-exclusive licence to the Seller, for perpetuity, of any and all Intellectual Property Rights necessary for the sole purpose of the Seller providing the Services and performing its obligations and exercising its rights under this agreement.
- 8.4 Subject to clause 6.5, the Seller grants to the Buyer a royalty-free, non-transferable, non-exclusive, worldwide licence, in perpetuity, of any and all Intellectual Property Rights contained within the Deliverables.
- 8.5 Notwithstanding the licence granted in clause 6.4, the Buyer shall not use any of the Seller's Intellectual Property Rights to obtain services similar to the Services from any third party.
- 8.6 The Buyer undertakes and warrants that the performance of its obligations under this Contract and the Seller's use of the Buyer Materials will not infringe any Intellectual Property Rights of any third party.
- 8.7 The Buyer warrants that it in relation to:
- 8.7.1 its Order for the Services,
- 8.7.2 the Buyer Material, or
- 8.7.3 any instruction given to the Seller in connection with the performance of the Services,

- 8.7.3.1 it, the Services or the Deliverables, has not infringed, will not infringe and is not aware of any third party infringement of Intellectual Property Rights; and has undertaken appropriate due diligence to establish that the performance of the Services will not give rise to any third party infringement of any Intellectual Property Rights, nor any breach of confidence, passing off or actionable act of unfair competition in relation to the Intellectual Property Rights of any third party and the Buyer has not received notice of any claim and the Buyer is not aware of any legal proceedings, or of any circumstances that may give rise to legal proceedings, in respect of the same.
- 8.8 The Buyer shall indemnify and hold the Seller harmless from and against all claims and all direct, indirect and consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs (including professional fees and costs and any VAT thereon on an indemnity basis), proceedings, damages and expenses suffered or incurred by the Seller because of or in connection with any claim:
- 8.8.1 that the Seller's use of the Buyer Materials infringes the Intellectual Property Rights or other proprietary rights of any person; or
 - 8.8.2 any breach by the Buyer of the warranties in clauses 6.6 and 6.7.
- 8.9 The Seller's shall have no liability in respect of any infringement of Intellectual Property Rights where such claim relates to Services and/or Deliverables received or used by the Buyer where the Buyer has modified such Services and/or Deliverables or used them other than in accordance with this Contract and in such cases the Buyer shall indemnify the Seller against all claims and all direct, indirect and consequential liabilities, costs, proceedings, damages and expenses suffered or incurred by the Seller because of or in connection with any claim arising from such receipt, modification or use.
- 8.10 If either party (the "Indemnifying Party") is required to indemnify the other party (the "Indemnified Party") under this clause 6, the Indemnified Party shall:
- 8.10.1 promptly advise the Indemnifying Party in writing of any claim or action which may be the subject of the indemnity;
 - 8.10.2 make no admission as to, or settlement or compromise of any claim or action without the Indemnifying Party's prior written consent;
 - 8.10.3 give the Indemnifying Party sole conduct of any defence and any settlement negotiations; and
 - 8.10.4 co-operate fully with the Indemnifying Party and provide the Indemnifying Party with all reasonable assistance in the defence or settlement of such claim or action.

9 Data Protection

- 9.1 Each party will comply with its obligations under the Data Protection Legislation. Any party acting as a Data Processor (as defined in the Data Protection Legislation) shall process data strictly in accordance with the instructions of the Data Controller (as defined in the Data Protection Legislation) and in accordance with the obligations placed upon a Data Processor under the Data Protection Legislation, including entering into a Data Processor Agreement as required.
- 9.2 Each party shall indemnify the other against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the indemnifying party to comply with its obligations under clause 7.1.

10 Confidentiality

- 10.1 Each party shall treat as confidential all Confidential Information of the other party and shall not disclose such Confidential Information to any person other than in accordance with this agreement.
- 10.2 Each party may disclose the other party's confidential information:
 - 10.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
 - 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Confidential Information of either party must not be used by the other party other than to exercise its rights and perform its obligations under the Contract.

11 Remedies

- 11.1 If the Seller fails to perform the Services in accordance with this Contract, the Seller shall reperform the Services in accordance with the Contract in a time frame reasonably agreed between the parties.
- 11.2 The Seller has given commitments as to the performance of the Services in compliance with the Contract. In view of these commitments, the implied sections of the Supply of Goods and Services Act and all other warranties and remedies are, to the fullest extent permitted by law, excluded from this Contract.

12 Termination

- 12.1 Each party will be entitled to terminate this Contract immediately upon giving notice to the other if the other party commits a material breach which is not capable of remedy or, if it is capable of remedy, the breaching party fails to remedy the material breach within 30 days after the non-breaching party gives notice giving full particulars of the breach and requiring it to be remedied.
- 12.2 Each party will be entitled to terminate this Contract immediately upon giving notice to the other if:
 - 12.2.1 the other party is unable to pay its debts or ceases to trade and/or an Insolvency Event applies to the other party; or
 - 12.2.2 a Force Majeure Event continues for a period of 30 days.

13 Consequences of Termination

- 13.1 Termination of this Contract will be without prejudice to any rights and remedies of the parties which have accrued up to the date of termination.
- 13.2 On termination of this agreement:
 - 13.2.1 the relationship of the parties will cease and any rights or licences granted under or pursuant to this Contract will cease to have effect save as (and to the extent) expressly provided for in this clause 11;
 - 13.2.2 the provisions of the following clauses together with any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect: clauses 1 (General and Scope of Application), 6 (Intellectual Property Rights), 7 (Data Protection), 8 (Confidentiality), 11 (Consequences of Termination), 12 (Limitation and Exclusions of Liability), and 14.11 (Governing Law and Jurisdiction);
 - 13.2.3 each of the parties shall immediately return to the other party (or, if the other party so requests by notice in writing, destroy) the other party's property in its possession at the date of termination, including its Confidential Information, together with all copies of such Confidential Information, and shall make no further use of such Confidential Information; and
 - 13.2.4 the Buyer shall immediately pay all of the Seller's outstanding unpaid invoices and interest and, in respect of Orders terminated for which no invoice has been submitted, the Seller may submit an invoice in accordance with clause 11.3, which the Buyer shall pay immediately on receipt.
- 13.3 Any invoice raised in accordance with clause 11.2.4 as a result of termination of an Order prior to completion of the Services, shall include:
 - 13.3.1 costs incurred in the performance of the Services prior to the termination;

- 13.3.2 any termination costs incurred by the Seller as a result of such termination;
- 13.3.3 any costs the Seller has incurred or committed to with the intention of performing the Services; and
- 13.3.4 profit that the Seller would have recovered had the Service been performed.

14 Limitation and Exclusions of Liability

- 14.1 Nothing in the Contract limits or excludes the liability of the Seller for:
 - 14.1.1 death or personal injury resulting from negligence; or
 - 14.1.2 fraud or fraudulent misrepresentation; or
 - 14.1.3 any other liability that is not permitted to be limited or excluded by law.
- 14.2 Subject to clause 12.1, the Seller will not be liable for any errors, mistakes or any infringement of Intellectual Property Rights in the Deliverables or in relation to the performance of the Services, to the extent that
 - 14.2.1 the error or mistake arises due to an inaccuracy or error in the Buyer Materials, or any information provided by the Buyer; or
 - 14.2.2 the Buyer has approved and/ or verified the design or output of the Services prior to the Deliverables being produced, howsoever such approval or verification takes place.
- 14.3 Subject to clause 12.1, the Seller will not be liable, whether or not arising pursuant to an indemnity, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss or corruption of data or information; or any special, indirect, consequential or
- 14.4 pure economic loss, costs, damages, charges or expenses.
- 14.5 Subject to clause 12.1, the Seller's total liability, whether or not arising pursuant to an indemnity, in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising because of or in connection with this Contract shall in all circumstances be limited to direct damages attributable fully and exclusively to the Seller, up an amount equal to the value of the relevant Order.

15 TUPE

- 15.1 The Buyer shall indemnify and keep indemnified the Seller against all losses, costs, claims, liabilities and expenses (including reasonable legal expenses) arising out of or in connection with:

- 15.1.1 any claim or demand by any person employed or formerly employed by the Buyer or any previous Seller in relation to the Services, where such claim arises as a result of any act or omission of the Buyer or any previous Seller before the Commencement Date; and
 - 15.1.2 any claim that the employment of any person has transferred to the Seller under TUPE on or prior to the Commencement Date, except to the extent that such claim arises from any act or omission of the Seller after that date.
- 15.2 The parties agree that it is not intended that the employment of any person shall transfer to the Seller under TUPE on the Commencement Date. However, if any such employment does transfer, the Buyer shall indemnify the Seller in full for all employment-related liabilities arising before or after the transfer.

16 General

- 16.1 Force Majeure. Neither party will be liable to the other for any delay or non-performance of its obligations under this Contract arising from any Force Majeure Event, provided that it notifies the other party of the Force Majeure Event and the extent of any resulting delay or prevention and resumes performance of its obligations as soon as reasonably possible following the end of the Force Majeure Event.
- 16.2 For a period of 12 months after an Order is placed, the Buyer shall not, directly or indirectly,
 - 16.2.1 Solicit for employment or engagement any employee, consultant, or contractor of the Supplier who was involved in the negotiation, performance, or management of this Agreement, without the Supplier's prior written consent;
 - 16.2.2 Induce or attempt to induce any employee, agent, supplier, or business partner of the Supplier to terminate or alter their relationship with the Supplier
 - 16.2.3 Solicit or attempt to solicit any customer or client of the Supplier with whom the Buyer became acquainted through this Agreement, for the purpose of offering goods or services that compete with those provided by the Supplier.
- 16.3 The Buyer acknowledges that the restrictions set forth in this clause are reasonable and necessary to protect the Supplier's legitimate business interests, including its workforce stability, goodwill, and confidential relationships.
- 16.4 Notices. Notices required to be given under this Contract must be sent:
 - 16.4.1 to the Seller in writing and shall be sent both by email to and delivered by commercial courier, to the Seller's registered office address. Notices shall be deemed to have been duly received by the Seller upon the earlier of:
 - 16.4.1.1 the Seller acknowledging by return the email received from the Buyer; or
 - 16.4.1.2 if delivered:

- 16.4.1.2.1 by commercial courier, on the date and at the time that the courier's delivery receipt is signed,
- 16.4.1.3 to the Buyer in writing and shall be sent either by commercial courier to its registered office (if a company) or its principal place of business (in any other case) Notices shall be deemed to have been duly received by the Buyer on the date and at the time that the courier's delivery receipt is signed, not do, or omit to do, any act that will cause the other to be in breach of any of them.

17 Compliance

17.1 **Compliance.** Each party shall comply with:

- 17.1.1 the Bribery Act 2010;
- 17.1.2 the Modern Slavery Act 2015; and
- 17.1.3 the Criminal Finances Act 2017, and
- 17.1.4 The Seller's Code of Conduct.

17.2 **Assignment and Sub-Contracting.** Each party shall not assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The Seller may sub-contract all or any of its obligations under this agreement.

17.3 **Further Assurance.** At any time, each party shall sign all documents and do or cause to be done all further acts and things as that party so requiring may reasonably require to give full effect to the terms of this agreement.

17.4 **Entire Agreement.** This Contract contains all the terms which the parties have agreed with respect to its subject matter and supersedes all previous agreements and understandings between the parties (whether oral or in writing) relating to such subject matter. Each party confirms that it has not been induced to enter into this Contract by a statement or promise which this Contract does not contain. All warranties, conditions and other terms (whether express or implied) which are not set out in this Contract are (to the fullest extent permitted by law) excluded from this agreement.

17.5 **Affiliates.** Any Affiliate shall have the right to enjoy the benefit of and enforce any of the rights of this agreement on behalf of the Seller.

17.6 **Third Party Rights.** For the purposes of the Contracts (Rights of Third Parties) Act 1999, no person who is not a party to this Contract will have any right to enjoy the benefit or enforce any of the terms of this agreement.

17.7 **Variation.** No variation of this Contract will be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

- 17.8 **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under this Contract or by law will not constitute a waiver of that or any other right or remedy, nor will it preclude or restrict any further exercise of that or any other right or remedy under this Contract or by law.
- 17.9 **Severability.** If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision will be deemed to be omitted from this Contract in so far as this Contract relates to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of this Contract will not be affected or impaired.
- 17.10 **Appointment of service agent.** To the extent that the Buyer is located outside of England and Wales, the Buyer shall within 30 days of the date of this Contract coming into existence in accordance with clause 2, appoint an agent in England and Wales for the service of any legal proceedings to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation, and notify the Seller of such appointment. Such service shall be deemed completed on delivery to such agent and shall be valid until such time as the Seller receives notice that such agent has ceased to act. If the agent ceases to act as agent for any reason or no longer has an address in England and Wales, the Buyer shall appoint another agent within thirty (30) Business Days of becoming aware of such change.
- 17.11 **Governing Law and Jurisdiction.** This Contract will be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.