

## OXA AUTONOMY LTD

### GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

#### 1. DEFINITIONS

In the Contract, the following terms shall mean as follows:

**Affiliates:** in relation to either party, a company or other entity which is a holding company or a subsidiary, or a subsidiary of any such holding company, of that party.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time.

**Contract:** the contract between Oxa and the Supplier for the supply of the Goods and/or Services in accordance with these Conditions.

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Delivery Date:** the date specified in the Order for delivery of Goods and/or performance of Services, or, if none is specified, within 14 days of the date of the Order.

**Delivery Location:** the address for delivery set out in the Order.

**Documentation:** all documents, plans, drawings, service documents, user manuals and operating manuals relating to the Goods and/or Services.

**Goods:** the goods (or any part of them) set out in the Order and/or Specification.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** Oxa's order for the supply of the Goods and/or Services, as set out in Oxa's purchase order, or in Oxa's written acceptance of the Supplier's quotation, as the case may be.

**Oxa:** Oxa Autonomy Ltd (Company number 09242359) whose registered office is situated at 8050 Alec Issigonis Way, Oxford Business Park North, Oxford, OX4 2HW.

**Oxa Materials:** all materials, equipment and tools, drawings, specifications and data supplied by Oxa to the Supplier.

**Price:** the price and/ or charges set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence. The Price shall be the full and exclusive remuneration of the Supplier in respect of supply of the Goods and/or performance of the Services.

**Services:** the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Order and/or Specification.

**Specification:** any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by Oxa and the Supplier.

**Supplier:** the person, firm, company or entity from whom Oxa purchases the Goods and/or Services.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

## 2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by Oxa to purchase the Goods and/or Services in accordance with these Conditions.
- 2.3. The Order shall be deemed to be accepted on the earlier of:
  - (a) the Supplier issuing a written acceptance of the Order; and
  - (b) the Supplier doing any act consistent with fulfilling the Order,at which point the Contract shall come into existence ("**Commencement Date**").

## 3. SUPPLY OF GOODS

- 3.1. The Supplier sells and Oxa buys the Goods free from all liens, charges and encumbrances.
- 3.2. The Supplier shall ensure that the Goods shall:
  - (a) correspond with their description and any applicable Specification;
  - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
  - (c) be fit for any purpose held out by the Supplier or made known to the Supplier by Oxa expressly or by implication, and in this respect Oxa relies on the Supplier's skill and judgement;
  - (d) be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
  - (e) comply with all applicable statutory and regulatory requirements.
- 3.3. The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 3.4. The Supplier shall:
  - (a) carefully inspect and test the Goods before delivery to ensure that they comply with the requirements of the Specification; and
  - (b) if so required by Oxa, give Oxa reasonable advance notice of such tests, which Oxa shall be entitled to attend.

- 3.5. Oxa may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.6. If following such inspection or testing Oxa considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.2, Oxa shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.7. Oxa may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.8. The Supplier shall deliver the Goods and Documentation to Oxa at the Delivery Location on the Delivery Date during Oxa's usual business hours. The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 3.9. Time is of the essence as to the delivery of the Goods. If the Supplier fails to deliver the Goods on the Delivery Date, Oxa may, without prejudice to any other rights or remedies that it may have:
  - (a) terminate the Contract without incurring any liability to the Supplier; and
  - (b) hold the Supplier accountable for any loss or additional costs incurred.
- 3.10. Delivery of the Goods shall be completed on the completion of unloading and assembly of the Goods at the Delivery Location and subject to completion of acceptance tests.
- 3.11. The title and risk of the Goods shall pass to Oxa on completion of delivery.
- 3.12. As to manufacturers' warranties:
  - (a) To the extent that the benefit of any warranties made by the manufacturer of the Goods to the Supplier can be assigned to Oxa, the Supplier shall, if requested by Oxa and at the cost of Oxa, assign them to Oxa.
  - (b) Until such assignment, the Supplier will co-operate with Oxa in any reasonable arrangements to provide Oxa with the benefit of such warranties or like conditions, including enforcement at the cost of and for the benefit of Oxa.

#### **4. SUPPLY OF SERVICES**

- 4.1. The Supplier shall from the date set in the Order, or otherwise from the Commencement Date, and for the duration of the Contract provide the Services to Oxa in accordance with the terms of the Contract and time is of the essence in relation to any of those performance dates.
- 4.2. The Supplier shall meet any performance dates for the Services specified in the Order or that Oxa notifies to the Supplier.
- 4.3. In providing the Services, the Supplier shall:
  - (a) co-operate with Oxa in all matters relating to the Services, and comply with all instructions of Oxa;

- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that Oxa expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Oxa, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services, and with Oxa's relevant business policies;
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of Oxa's premises;
- (j) not do or omit to do anything which may cause Oxa to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Oxa may rely or act on the Services.

## **5. PRICE AND PAYMENT**

- 5.1. Oxa shall pay the Price in accordance with this clause 5.
- 5.2. The Price:
  - (a) excludes amounts in respect of VAT, which Oxa shall additionally be liable to pay the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - (b) includes all costs of packaging, delivery, carriage, out-of-pocket expenses and insurance.
- 5.3. No extra charges shall be effective unless agreed in writing and signed by Oxa.
- 5.4. The Supplier may invoice Oxa for the Price plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery of the Goods and/or Services. The Supplier shall ensure that the invoice includes the date of the sale, the invoice number, Oxa's purchase order number, the Supplier's VAT registration number, and any supporting documentation that Oxa may reasonably require.
- 5.5. Oxa shall pay the Price within 30 days of the end of the month in which it receives a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

- 5.6. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on any sum due under the Contract at a rate of 2% a year above the Bank of England's base rate from time to time, for the period from when the overdue sum became due, until it is paid.
- 5.7. Oxa may at any time, without notice to the Supplier and without limiting any of its other rights or remedies, set off any liability of the Supplier to Oxa against any liability of Oxa to the Supplier.

## **6. EXPORT TERMS**

- 6.1. Where the Goods are supplied for export from the United Kingdom, Oxa shall comply with all relevant laws and shall be responsible for:
- (a) the importation of the Goods into the country of destination;
  - (b) the export and re-export of the Goods; and
  - (c) the payment of any duties in relation to clause 6.1(a) and 6.1(b).
- 6.2. Unless otherwise agreed in writing between Oxa and the Supplier, the Goods shall be delivered DDP as defined in the ICC's Incoterms® 2020 Rules.

## **7. REMEDIES**

- 7.1. If the Goods and/or Services are not delivered on the Delivery Date, or there is any breach of any of the provisions set out in clause 3 and/or clause 4, then, without limiting any of its other rights or remedies, and whether or not it has accepted any Goods, Oxa may exercise any one or more of the following rights and remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (b) to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
  - (c) to reject the Goods and/or Deliverables (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
  - (d) to require the Supplier to repair or replace the rejected Goods and/or provide repeat performance of the Services, or to provide a full refund of the Price of the rejected Goods and/or Services (if paid);
  - (e) to require a refund from the Supplier of sums paid in advance for Goods and/or Services that the Supplier has not provided;
  - (f) to recover from the Supplier any costs incurred by Oxa in obtaining substitute Goods and/or Services from a third party; and
  - (g) to claim damages for any other costs, loss or expenses incurred by Oxa which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

- 7.2. Oxa's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law, and shall apply to any repaired or replacement Goods and/or substituted or remedial Services supplied by the Supplier.

## **8. CUSTOMER MATERIALS**

- 8.1. The Supplier acknowledges that all Oxa Materials and all rights in the Oxa Materials are and shall remain the exclusive property of Oxa.
- 8.2. The Supplier shall keep the Oxa Materials in safe custody at its own risk, maintain them in good condition until returned to Oxa and not dispose or use the same other than in accordance with Oxa's written instructions or authorisation.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Each party shall have and retain ownership of its Intellectual Property Rights. Nothing in this agreement shall be construed as a transfer of ownership of Intellectual Property Rights from one party to another.
- 9.2. Neither party will use the other party's Intellectual Property in a way which is harmful to the other party, including unauthorised copying and/or reverse engineering. For the avoidance of doubt, neither party shall:
- (a) reverse engineer any part of the software or hardware or any component thereof for any purpose;
  - or
  - (b) copy any part of any software or hardware of any component thereof for any purpose except as reasonably required for the purpose of receiving and using the Goods and/or Services and the Deliverables.
- 9.3. The Supplier grants to Oxa, or shall procure the direct grant to Oxa, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Oxa Materials) for the purpose of receiving and using the Goods and/or Services and the Deliverables.
- 9.4. Oxa grants to the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by Oxa to the Supplier for the term of the Contract for the sole purpose of providing the Goods and/or Services to Oxa.

## **10. CONFIDENTIALITY**

- 10.1. Where Oxa and the Supplier have in place a current, signed non-disclosure agreement, the terms of such agreement shall replace this clause 10.
- 10.2. Each party undertakes that it shall not at any time during the Contract, and for a period of two (2) years after termination or expiry of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

- 10.3. Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.4. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 11. INDEMNITY

- 11.1. The Supplier shall indemnify Oxa against all liabilities, costs, expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by Oxa as a result of or in connection with any claim made against Oxa:
- (a) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply of the Goods and/or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its Affiliates, and/or their employees, agents or subcontractors;
  - (b) by a third party Data Subject relating to the processing of Personal Data under this agreement, where the request, claim or action from such data subject is as a result of a breach of Data Protection Legislation by the Supplier, its Affiliates, and/or their employees, agents or subcontractors;
  - (c) by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its Affiliates, and/or their employees, agents or subcontractors; and
  - (d) by a third party arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 11.2. This clause 11 shall survive termination of the Contract.

## 12. DATA PROTECTION

- 12.1. The following definitions apply in this clause 12:
- (a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.
  - (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made

thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

(c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

12.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12.3. The parties acknowledge that for the purposes of the Data Protection Legislation, Oxa is the Controller and the Supplier is the Processor.

12.4. Without prejudice to the generality of clause 12.2, Oxa will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of Oxa for the duration and purposes of the Contract.

12.5. Without prejudice to the generality of clause 12.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

(a) process that Personal Data only on the reasonable documented written instructions of Oxa as agreed in writing by the Supplier unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify Oxa of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying Oxa;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Oxa, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK unless the prior written consent of Oxa has been obtained and the following conditions are fulfilled:

- (i) Oxa or the Supplier has provided appropriate safeguards in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;



- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Supplier complies with reasonable instructions notified to it in advance by Oxa with respect to the processing of the Personal Data;
- (e) assist Oxa, at Oxa's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Oxa without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of Oxa, delete or return Personal Data and copies thereof to Oxa on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 12 and allow for audits by Oxa or Oxa's designated auditor and immediately inform Oxa if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 12.6. Oxa consents to the Supplier appointing a third-party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and to reflect the requirements of the Data Protection Legislation. As between Oxa and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this 11.6.
- 12.7. Either party may, at any time on not less than 30 days' notice, revise this 11 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

### **13. TERMINATION**

- 13.1. Oxa may terminate the Contract in whole or in part at any time before delivery of the Goods and/or Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Oxa shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services at the time of the termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 13.2. Without limiting its other rights or remedies, Oxa may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
  - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order

of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Supplier's financial position deteriorates to such an extent that in Oxa's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 13.3. On termination or expiry of the Contract, the Supplier shall immediately return all Oxa Materials. If the Supplier fails to do so, then Oxa may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.4. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

#### **14. OTHER PROVISIONS**

- 14.1. Insurance: During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on Oxa's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 14.2. Force Majeure: Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.
- 14.3. Entire Agreement: The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.4. Variation: No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.5. Waiver: 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.

- 14.6. Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause 19, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.7. Further Assurance: Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Contract.
- 14.8. Notices: Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. The provisions of this clause do not apply to the service of any proceedings or other documents in any legal action.
- 14.9. Third Party Rights: No one other than a party to the Contract shall have any right to enforce any of its terms.

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 15.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.