

TERMS & CONDITIONS OF BUSINESS

1. DEFINITIONS

1.1. In these terms and conditions:

"Agent" means a person, firm or company who has authority to act on the Artist's behalf;

"Agreement" means this Agreement between Artist and Client to which these terms and conditions apply, and incorporating the Client Order Confirmation;

"Commencement Date" means the Start Date as stated in the COC;

"Artist" means the legal person named in this Agreement as providing the Work;

"Artwork" means the final design for the Work in accordance with general and detailed specifications supplied by the Client excluding preparatory designs such as sketches, graphic works, project development and production drawings, models, characters, prototypes and other matters;

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

"Client" means a person who commissions the Work;

"Client Order Confirmation" means the order confirmation sheet on the first page of this Agreement (hereafter "COC");

"Client's Customer" means a person on whose behalf the Client commissions the Work as defined in the COC;

"Confidential Information" means all confidential information disclosed by the Client to Artist or disclosed by the Artist to the Client (whether in writing, orally or by other means) relating but not limited to the business organisation, transactions, finances, technology and business activities or affairs, of and concerning the Client or the Artist and its customers and suppliers. Confidential Information includes Reference Materials to the extent that they are not in the public domain at the Commencement Date;

"Deliverables" means all output to be provided by Artist to the Client in relation to the Work as specified in the Delivery Schedule of the COC;

"Intellectual Property Rights" means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, moral rights, service marks, trade of business names, topography rights, any proprietary underlying software, libraries, engines, subroutines and development tools and utilities (including the copyright on software in any code such as source code and object code) including in any underlying models, rigging and animation data and open files, rights in knowhow and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights;

"Non Fungible Token" means any unique digital asset that utilises blockchain technology to record ownership of the Artwork and any derivative work and evidence authenticity of the Artwork and any derivative work.

"Purpose" means the use for which Work is supplied;

"Reference Materials" means any information, techniques, know-how, ideas, concepts and materials (regardless of the form or medium in which they are disclosed or stored) that are owned by or licensed to the Client;

“Licensed Rights” means the use the Client can make of the Intellectual Property Rights acquired or developed in respect of the Work or Artwork as specified in the COC;

“Work” means the service to be provided by Artist to Client including the production of the Artwork as described in the COC.

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to writing or written includes fax and email.
- c) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. **PROVISION OF WORK**

- 2.1. The terms and conditions of this Agreement are the only terms and conditions upon which the Artist is prepared to provide the Work to the Client and they shall govern the provision by the Artist of the Work to the exclusion of all other terms and conditions. No changes to this Agreement shall be valid unless agreed in writing by the Agency.
- 2.2. The Artist agrees to provide the Work in accordance with good professional practice and in accordance with this Agreement.
- 2.3. The Artist shall use reasonable endeavours to meet any due dates specified in the Client Order Confirmation but any such dates shall be estimates only and time shall not be of the essence.

3. **AGENCY’S AUTHORITY**

- 3.1. The Agency acts as the agent of the Artist and confirms that it is authorised to enter into this Agreement on behalf of the Artist.
- 3.2. The Agency excludes its liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement to the widest extent possible under applicable law and in particular is not liable for the acts or omissions of the Artist.

4. **CLIENT’S OBLIGATIONS AND WARRANTIES**

- 4.1. The Client shall:
 - 4.1.1. communicate with the Artist only through the Agency unless otherwise agreed with the Agency;
 - 4.1.2. provide the Artist without charge and within reasonable time with all information and Reference Materials needed for the Artist to carry out the Work to the Delivery Schedule;
 - 4.1.3. give such assistance and make such decisions as shall be reasonably required to allow the Artist to carry out the Work efficiently and in accordance with the Delivery Schedule;
 - 4.1.4. accept or reject Deliverables or any part of it as soon as practicable but not later than three Business Days after receipt;
 - 4.1.5. use reasonable endeavours to implement appropriate processes on any of its websites, social media platforms or any and all other internet platforms to protect the Artwork and Illustrator against any text or data mining. This includes protecting against:
 - 1. a any “robot”, “bot”, “spider”, “scrapper” or other automated device, program, tool, algorithm, code, process or methodology to access,

obtain, copy, monitor or republish any portion of any data, content, information or services accessed via the same; and/or

2. any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations; or

4.1.6. not use the Works to train any artificial intelligence ("AI") software; or

4.1.7. not utilise AI to create derivative images from the Artwork in any manner, either for use in connection with the Artwork hereunder, retroactively, or in the future.

4.2. The Client warrants that

4.2.1. the person signing this Agreement has the requisite power and authority to enter into this Agreement on behalf of the Client;

4.2.2. it has the capacity to enter and perform its obligations under this Agreement;

4.2.3. that any necessary permissions have been obtained for the use of Reference Materials by the Client or the Client's Customer.

5. **ACCEPTANCE OF OFFER**

5.1. If, after the Client has been notified of these Terms and Conditions of Business, the Client shall have made an offer of Work that offer shall be deemed to be accepted by the Artist or the Agency on the Artist's behalf only:

5.1.1. by a COC incorporating these terms and conditions and signed by the Agency on behalf of the Artist; or

5.1.2. by a purchase order or other written form incorporating these terms and conditions, confirming the order and signed by the Agency or Artist; or

5.1.3. by the Agency notifying the Client that the Artist has started or is starting the Work.

5.2. If the Client has requested that the Artist starts to deliver the Work and the Artist did so without a signed agreement with the Client or a written or verbal permission to start the Work by the Agency, it shall be at the discretion of the Agency to offer new and additional terms and confirm the previously agreed terms with the Client and prepare a written agreement incorporating all revised terms and conditions for the Client's consideration and signature.]

6. **DELIVERY**

6.1. The Artist shall use reasonable endeavours to deliver the relevant Deliverables in accordance with the specifications of the Work to the Client by the agreed date and shall notify the Client of any anticipated delay in which case the Client may (unless the delay is caused by the Client) ask the Artist to deliver the relevant Deliverables as agreed in the Delivery Schedule or on a mutually agreed date – whichever is the later date. The Client may cancel the commission without payment in the event of the Artist failing to meet the thereby agreed date.

6.2. THE ARTIST SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM LATE DELIVERY OF THE DELIVERABLES.

7. **PAYMENT TERMS**

7.1. Unless stated otherwise in this Agreement, the Fee is payable in Pound Sterling, inclusive of all of the Artist's expenses and preparation time.

- 7.2. If applicable, delivery costs of hard copy original Artwork plus a 10% administration charge will be added to the Fee.
- 7.3. If the Client has agreed to pay expenses in addition to the agreed Fee the Agency will issue an invoice detailing such expenses.
- 7.4. The Client will pay expenses in accordance with these payment terms.
- 7.5. All fees, delivery charges or administration charges due to the Agency shall be exclusive of any applicable Value Added Tax ("VAT") or like tax (which shall be additional).
- 7.6. The Client shall pay a fee as set out in the COC or in a purchase order or like document signed by the Client in accordance with clause 5.1.2 or in writing by email or fax, or agreed orally with the Agency prior to the Artist starting the Work in accordance with clause 5.1.3 (the "Fee").
- 7.7. All payments shall be made to the Agency whose receipt shall be a full and sufficient discharge to the Client.
- 7.8. If and to the extent that VAT is payable the Agency will render to the Client a VAT invoice.
- 7.9. The Client shall pay all invoices within 14 days of receipt of the invoice. The Agency reserves the right to charge interest at the rate of 4% above the Bank of England base rate for the time being to accrue daily from the due date until payment is received.
- 7.10. The Artist will deliver one copy of the Artwork in accordance with the specifications. If additional digital copies or prints are required additional fees will be charged.
- 7.11. The Client may not set off any liability to the Artist or Agency against sums due to any other artist represented by the Agency.
- 7.12. The Agency may, without prejudice to any other rights it may have, set off any liability of the Client to the Artist or Agency against any liability of the Artist or Agency to the Client.
- 7.13. If the Client does not use the Artwork or the Artwork is not used to the extent permitted by this Agreement 100% of the Fee is payable. In both cases, the Client may request a reduction of the Fee and the Agency may agree to such a reduction at its sole discretion.

8. **OWNERSHIP OF COPYRIGHT/COPYRIGHT LICENCE**

- 8.1. All Intellectual Property Rights in the Work, including the Artwork, commissioned by the Client shall be retained by the Artist.
- 8.2. The Client or the Client's Customer (where the Client is acting as an intermediary) is granted a Licence solely as specified and for the Purpose set out on the face of the COC or otherwise agreed in writing between the parties and such record of the agreed Licence attached to these terms and conditions.
- 8.3. For the avoidance of doubt, the Artist shall have the right to use the Work and Artwork for the purpose of self-promotion, unless both parties agree otherwise in writing.
- 8.4. The Licence hereby granted is conditional upon the Agency having received payment in full of all monies due. Any permission for prior use without payment will be revoked if payment is not received in full on the date due, or if this Agreement is terminated early in accordance with clauses 12.7 or 12.8.
- 8.5. The Licence hereby granted is personal to the Client and the Client's Customer (where the Client is acting as an intermediary) and the Licence may not be assigned or sub-licensed to any third parties without the Agency's prior written consent.
- 8.6. The Client hereby warrants and undertakes that

- 8.6.1. it will not without the Agency's prior written approval amend, adapt, or use the Work or Artwork for any purpose other than that specifically set out in the Licence in this agreement;
 - 8.6.2. it will not without the Agency's prior written approval modify Artwork in any way, nor use Artwork in alternative formats, media or extracts not specified in the Work description or included in the Licence;
 - 8.6.3. it will not instruct third parties unless otherwise agreed in writing to produce Artwork that is identical or similar to the Work or Artwork of the Artist;
 - 8.6.4. it will not exercise the Licence or any of the Licenced Rights under this agreement in any way that is or renders the Work or Artwork in breach of any rights of a third party or of any law in the Territory;
 - 8.6.5. it indemnifies the Artist and shall at all times keep the Artist indemnified against all actions, proceeds, costs, claims and damages whatsoever incurred by or awarded against the Artist and compensation agreed by the Artist in consequence of any breach or non-performance by the Client of any of the warranties and undertakings in this agreement.
- 8.7. Further use of the Work or Artwork is subject to an additional licence to be granted by the Agency. Both parties shall negotiate the terms of the additional licence in good faith. The Client is in breach of this Agreement if it uses the Artwork beyond the Licence granted, for a different Purpose than set out in this Agreement or sub-licenses to a third party other than the Client's Customer without prior written permission by the Agency.
- 8.8. Unless otherwise agreed in writing, supply by the Artist of source files that include the Artwork in separated or layered form shall not grant the Client the right to use the layers separately or create derivative or montage artworks without prior written permission by the Agency
- 8.9. The Licensed Rights include the right to print off copies and download extracts of the Artwork for the purpose of exercising the Licensed Rights.

9. **CREDITS/MORAL RIGHT**

- 9.1. The Artist's right to be identified as the author of the Work or Artwork is hereby asserted. The Artist reserves the right to object to or prevent any derogatory treatment of the Work or Artwork in accordance with the provisions of Chapter 4 of the Copyright, Designs and Patents Act 1988 and any prevailing or like legal provisions throughout the world.
- 9.2. The Client shall ensure the Artist and, if required, the Agency, is credited in any editorial use of the Work. Credits for non-editorial use are not required unless so indicated on the COC or otherwise agreed in writing by the Agency.

10. **CONFIDENTIALITY**

- 10.1. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 10.2.
- 10.2. Each party may disclose the other party's confidential information:
 - 10.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 10; and

10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

11. **LIMITATION OF LIABILITY**

11.1. Subject to clauses 11.3 and 11.4, both party's total aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Fee, provided that nothing in this agreement shall limit or exclude the Client's liability under the indemnity contained in clause 8.6.5;

11.2. Neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss (including loss of profit, loss of opportunity or any special losses whether or not one party has advised the other of potential indirect or consequential losses) arising under or in connection with this Agreement except where the Artist has had to decline to accept other work from third parties during the period, which the Artist has allocated fully to performing the Work under this Agreement. In this case, the Client will be liable to pay for losses in accordance with clause 12.7.

11.3. Nothing in this Agreement shall limit or exclude the liability of either party for:

11.3.1. death or personal injury caused by its negligence, or the negligence of its personnel agents or subcontractors;

11.3.2. fraud or fraudulent misrepresentation;

11.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

11.3.4. any other liability which cannot be limited or excluded by the applicable law.

12. **ACCEPTANCE**

12.1. Upon delivery to the Client of completed Deliverables, the Client shall examine such Deliverables within three Business Days and notify the Agency in writing as to whether it accepts such Deliverables ("Acceptance") or rejects if, in the Client's reasonable opinion, they materially fail to conform with the description of the Work or other terms of this Agreement.

12.2. If the Client rejects Deliverables (or any part thereof) under clause 12.1 it shall inform the Agency in writing as to the reasons for such rejection, and shall require the Artist to correct and resubmit such Deliverables within such period as agreed by the parties in writing for re-examination at no extra cost to the Client.

12.3. Any Deliverables resubmitted by Service Provider pursuant to clause 12.2 above shall be subject to the procedure as set out in clause 12.1 one more time [OR [number] more times].

12.4. If, in Client's reasonable opinion, the resubmitted Deliverables (or any part thereof) do not materially conform with the description of the Work or other terms of this Agreement after the Artist has resubmitted the Deliverables, the Client shall at its discretion and without prejudice to its rights and remedies set out in this Agreement, be entitled to:

12.4.1. require the Artist to correct the material defects identified by such date as agreed with the Agency, in which case the Agency may at its discretion require the Client to pay extra costs; in which case the revised Deliverables shall be subject to all the provisions of this Agreement; or

- 12.4.2. terminate this Agreement immediately subject to a cancellation fee as set out in clauses 12.7 and 12.8.
- 12.5. If the Client has not notified the Agency within three [or other number] Business Days in accordance with clause 12.1 it shall be conclusively presumed that the Deliverables have been accepted. If the Client requests amendments after three [or other number] Business Days it shall be at the Artist's discretion to charge an additional fee for such amendments.
- 12.6. The Client acknowledges that rejection is not permitted on the basis of style if the style is consistent with the style or styles in the Artist's portfolio as shown to the Client.
- 12.7. If the Client terminates the Agreement prior to step 1 (delivery of roughs) or rejects the Deliverables (or any part thereof) prior to delivery of the final Artwork the following percentages of the Fee become payable:
- 12.7.1. 25% prior to delivery of roughs;
 - 12.7.2. 33% after delivery of roughs;
 - 12.7.3. 50% after delivery of colour visual;
 - 12.7.4. 75% after delivery of any subsequent revised colour roughs.
- 12.8. If the Client terminates the agreement or rejects the Deliverables (or any part thereof) at an intermediate step it will pay a fair and reasonable amount on account of the Fee due under this Agreement commensurate with the Delivery Schedule performed to date.
- 12.9. 100% of the Fee becomes payable if
- 12.9.1. the final Artwork is rejected by the Client after delivery; or
 - 12.9.2. the Client uses any Deliverables or any part thereof for the Purpose.
- 12.10. If the Artist has had to decline to accept further work from third parties during the period, which the Artist has had to allocate fully to performing the Work under this Agreement, and the Client subsequently terminates the Agreement or rejects the Deliverables the Artist reserves the right to claim against the Client in respect of loss of profit. Such claim for loss of profit together with the Fee payable following termination or rejection of Deliverables as set out in clauses 12.7 or 12.8 shall not exceed 100% of the Fee. Loss of profit cannot be claimed if the Client is liable to pay 100% of the Fee in accordance with clause 12.9.

13. **CHANGES**

If the Client changes the brief and requires subsequent changes, additions or variations, which substantially change the Work as described in this Agreement or as specified initially by the Client, the Agency will charge an additional Fee for all such additional work. The Artist reserves the right to refuse to carry out changes, additions or variations, which substantially change the Work or initial brief specified by the Client.

14. **ORIGINAL ARTWORK AND NON FUNGIBLE TOKEN**

- 14.1. If applicable, original Artwork shall not be intentionally destroyed, altered, retouched, modified or changed in any way whatsoever without the written consent of the Artist.
- 14.2. Where hard copy original Artworks are supplied the Client shall return all Artwork to the Artist not later than 3 months after delivery in undamaged, unaltered and unretouched condition. The Client may make and retain copies to enable it to exploit the rights granted under this Agreement.

14.3. If the Artwork is lost or damaged at any time whilst in the Client's custody the Client shall pay compensation to the Artist for the loss/damage of the Artwork at a rate of not less than the value of the Fee to be negotiated in good faith between the parties.

14.4. The Artist retains the right to convert the digital file of the Artwork or any derivative work based on the Artwork into a Non Fungible Token. For the avoidance of doubt, the Client must not convert a digital file of the Artwork or works derived from the Artwork into a Non Fungible Token unless the Artist has given permission as indicated in the COC.

15. **TERMINATION**

15.1. The Client may terminate this Agreement at any time.

15.2. Without limiting its other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:

15.2.1. the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of that party being notified in writing to do so;

15.2.2. the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

15.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

15.2.4. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party, other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;

15.2.5. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

15.2.6. (being a company) the holder of a qualifying floating charge over the other party's assets has become entitled to appoint or has appointed an administrative receiver;

15.2.7. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

15.2.8. a person becomes entitled to appoint a receiver over the other party's assets or a receiver is appointed over the other party's assets;

15.2.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(b) to clause 12.2(h) inclusive;

15.2.10. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

- 15.2.11. one party's financial position deteriorates to such an extent that in the other party's opinion this party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 15.3. Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.
- 15.4. Termination or expiry of this Agreement shall not prejudice or affect the accrued rights or claims of either party to this Agreement. On termination of this Agreement:
- 15.4.1. The Client shall pay the Agency all sums due in accordance with the payment terms in clause 7 or, if terminated early, a percentage of the Fee in accordance with clause 12;
- 15.4.2. Upon payment the Artist shall provide the Client with all Deliverables including all specification and other documentation comprised in the Deliverables existing at the date of such termination whether or not then complete, and return all Reference Materials. Until they have been delivered or returned, the Artist shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- 15.4.3. The Artist will keep an archived copy of the source files and delivered Work for a period of [12] **OR** [other number] months only.
- 15.5. For the avoidance of doubt, Deliverables do not include original source files but only files in the format as specified in the Work definition. It shall be at the Artist's discretion to make original source files available to the Client after termination or expiry for the payment of [percentage] of the Fee. Usage of source files is governed by the same terms under this Agreement that govern usage of the Work or Artwork by the Client. Relevant provisions in clauses 8 and 9 do not terminate after termination or expiry of this Agreement.
- 15.6. For the avoidance of doubt, on termination of this Agreement, the Artist will have the right to withhold all Deliverables including all specifications and other documentation comprised in the Deliverables existing at the date of such termination and any Reference Materials as far as Reference Materials are used or integrated in the Deliverables and cannot be separated without reasonable effort by the Artist until the Client has paid any outstanding sums due under this Agreement including outstanding expenses.
16. **NOTICE**
- 16.1. Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or other next day delivery service or by e-mail to the address or contact details of the Agency or the Client (as applicable) as set out in this Agreement.
- 16.2. Each party shall give written notification of change of address or email address to the other party prior to the date of such change.
- 16.3. Notices are deemed to have been received
- 16.3.1. if sent by email on the next working day after the e-mail was transmitted;
- 16.3.2. if delivered by hand, at the time the notice is left at the address;
- 16.3.3. if sent by pre-paid first class post or other next day delivery service, at 9am on the second working day after posting.
17. **GENERAL**
- 17.1. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

- 17.2. The Client shall not, without the prior written consent of the Agency, assign or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 17.3. No failure or delay by the Artist or Agency to exercise any right under this Agreement shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.
- 17.4. The Contracts (Rights of Third Parties) Act 1999 or like legal provisions throughout the world shall not apply to this Agreement.
- 17.5. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). For the avoidance of doubt, no document sent by the Client to the Artist or the Agency after this Agreement has come into effect shall be deemed to be an enforceable variation of this Agreement unless the parties expressly accept the variation in writing.
- 17.6. The Artist or Agency shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by factors outside its control.
- 17.7. The Artist warrants that it is an independent contractor. Nothing in this Agreement shall render the Artist an agent, partner or employee of the Client.
- 17.8. If any provision of this Agreement shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.
- 17.9. In the event of any conflict between these terms and conditions and any other part of this Agreement, the terms of that other part of the Agreement shall prevail.

18. **DISPUTE RESOLUTION**

- 18.1. In the event of any dispute between the parties, both parties will seek in good faith to resolve the dispute amicably by negotiation.
- 18.2. Either party may give the other a written notice that it wishes to refer a dispute to formal mediation ("Mediation Notice"). If within two weeks of service of a Mediation Notice the dispute has not been resolved, the parties shall then try to settle the dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution. If that fails, or after either party has made all reasonable efforts to follow that procedure, either party may commence proceedings in a court of competent jurisdiction. Either party may at any time seek injunctive relief from a court of competent jurisdiction.

19. **GOVERNING LAW**

These terms and conditions are governed by the law of England and Wales and may not be varied except by agreement in writing. The parties hereto submit to the exclusive jurisdiction of the English Courts.