

TERMS AND CONDITIONS

Background

- (A) Newicon is in the business of providing website and software development services.
- (B) The Customer agrees to obtain and Newicon agrees to provide such services on the terms set out herein.

Agreed terms

1. Definitions:

- 1.1 **Acceptance:** the acceptance or deemed acceptance of the Deliverables as outlined in clause 5.
- 1.2 **Applicable Laws:** all applicable laws, statutes and regulations from time to time in force.
- 1.3 **Applicable Data Protection Laws:** means (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Newicon is subject, which relates to the protection of personal data.
- 1.4 **Background IP:** means (i) any Intellectual Property Rights owned or licenced by Newicon before the Commencement Date or created independently of this agreement; and (ii) any expertise, know-how, concepts, methodologies, systems, software, reports, written advice, drafts, source code, base framework background technology, internal tooling, design assets and working papers created or developed by Newicon in the course of or as a result of performing the Services, whether or not created or developed specifically or exclusively in the Services.
- 1.5 **Confidential Information:** all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or during discussions between the parties), where the information is (i) identified as confidential at the time of disclosure; or (ii) ought reasonable to be considered confidential given the nature of the information or the circumstances of disclosure.
- 1.6 **Customer Materials:** all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to Newicon in connection with the Services.
- 1.7 **Customer Personal Data:** any personal data which Newicon processes in connection with the Services, in the capacity of a processor on behalf of the Customer.
- 1.8 **Deliverables:** any output of the Services to be provided by Newicon to the Customer as specified in Schedule 1.
- 1.9 **EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

- 1.10 **Fees:** the sums payable for the Services, as set out in Schedule 1.
- 1.11 **Force Majeure Event:** means any circumstance not within a party's reasonable control including, without limitation, power failure, internet service provider failure, strikes, industrial action, acts of God, flood, storms, drought, earthquake, natural disaster, epidemic, pandemic, terrorist attack, civil war, riots, war, threat of or preparation for war, armed conflict and imposition of sanctions.
- 1.12 **Initial Payments:** means any initial fee outlined in the Order Confirmation payable by the Customer.
- 1.13 **Initial Term:** means the date that is three months from the Commencement Date.
- 1.14 **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, 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.
- 1.15 **Order Confirmation:** the written document (including a letter of engagement) issued by Newicon confirming the Customer's request to engage Newicon for certain services.
- 1.16 **Services:** the services as set out in Schedule 1, including services which are incidental or ancillary to such services and any acceptance criteria
- 1.17 **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. When does this agreement start and how long does it last?

- 2.1 This agreement shall commence on the earlier of the issuance of an Order Confirmation or the date this agreement is signed by both parties (**Commencement Date**) and shall continue, unless terminated in accordance with Clause 12, until Acceptance of the Services when it shall terminate automatically without notice.

3. What are Newicon's responsibilities?

- 3.1 Newicon shall use reasonable endeavours to supply the Services in accordance with this agreement.

- 3.2 Newicon shall use reasonable endeavours to meet any milestones specified by the Customer but any such dates shall be estimates only and time for performance by Newicon shall not be of the essence of this agreement.
- 4. What are the Customer's obligations?**
- 4.1 The Customer shall:
- (a) co-operate with Newicon in all matters relating to the Services;
 - (b) provide to Newicon in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by Newicon in connection with the Services and ensure that they are accurate and complete;
 - (c) ensure any Customer Materials do not infringe any Applicable Laws or third party rights and do not contain any material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing or blasphemous (**Inappropriate Content**);
 - (d) indemnify Newicon against all damages, losses, claims and expenses arises out of, or in connection with, any action or claim that the Deliverables constitute Inappropriate Content as a result of using the Customer Materials; and
 - (e) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Newicon to provide the Services, including the use of all Customer Materials by Newicon.
- 4.2 If Newicon's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Newicon shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
- 5. Acceptance of the Services**
- 5.1 On receipt of the Deliverables, the Customer shall be responsible for testing compliance of the Deliverables against the criteria set out in the Services.
- 5.2 Acceptance of the Deliverables shall be deemed to have taken place upon the earliest of the following events:
- (a) the Customer confirms acceptance of the Deliverables in writing;
 - (b) the Customer uses any part of the Deliverables for any revenue-earning purposes or to provide any services to third parties other than for testing purposes; or
 - (c) the Customer has not notified Newicon of any non-compliance within 28 days of receipt of the Deliverables.
- 5.3 If any non-compliance results from a defect which is caused by an act or omission of the Customer, the Customer's subcontractor, agent or a third party engaged by the Customer, Newicon shall have no liability and acceptance shall be deemed to have taken place (**Non-Supplier Defect**). Newicon shall provide assistance reasonably requested by the Customer in remedying a Non-Supplier Defect but such services shall incur additional fees.
- 6. Can you make changes to the Services?**
- 6.1 We understand that the scope of Services may change as the project progresses. Any changes to the Services must be confirmed in writing by Newicon.
- 6.2 The Customer accepts that any changes to the scope of the Services may also change the fees and timescales of the Services.
- 6.3 Newicon is entitled to charge additional fees in the event that the scope of Services changes and/or additional Services are requested.
- 6.4 Any quotations or estimates provided by Newicon are valid for 30 days and do not constitute an offer to supply.
- 6.5 For the avoidance of doubt, the Services, Deliverables and Fees in Schedule 1 are best estimates based on information known at the date of this agreement and the anticipated time frame to complete the Services but may be subject to change.
- 6.6 If any Customer Materials and/or other information provided by the Customer is incomplete, inaccurate or incorrect and additional or alternative work is required by Newicon to correct or compensate in order to provide the Services, Newicon reserves the right to charge the Customer a reasonable additional fee for that work.
- 7. How will we invoice you?**
- 7.1 In consideration of the provision of the Services by Newicon, the Customer shall pay the Fees as outlined in Schedule 1.
- 7.2 The Customer shall pay any expenses reasonably incurred by Newicon in the provision of the Services, including but not limited to, travel and software licence fees.
- 7.3 Newicon shall invoice the Customer for the Fees at the intervals specified in Schedule 1. If no intervals are so specified Newicon shall invoice the Customer at the end of each month for Services performed during that month.
- 7.4 The Customer shall pay each invoice submitted to it by Newicon within 7 days of receipt to a bank account nominated in writing by Newicon from time to time.

- 7.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to Newicon any sum due under this agreement on the due date:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this 8.7(a) will accrue each day at 4% a year above the Bank of England's base rate from time to time; and
 - (b) Newicon may suspend all or part of the Services until payment has been made in full.
- 7.6 All sums payable to Newicon under this agreement:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.7 The Customer understands and agrees that any Initial Payments made are non-refundable.
- 7.8 Newicon may increase the Fees from time to time.
- 7.9 The Customer indemnifies Newicon against all losses, costs and expenses, late payment charges, debt recovery fees (including reasonable legal costs) on a full indemnity basis which are incurred by Newicon arising out of, or in connection with, Newicon's enforcement of any non-payment by the Customer of any sums due to Newicon.
- 8. Who owns the intellectual property?**
- 8.1 In relation to the Deliverables, upon payment in full, Newicon shall:
- (a) assign the Intellectual Property created in the Services (excluding any Background IP) to the Customer;
 - (b) deliver the source code to the Customer;
 - (c) remain the owner of its Background Intellectual Property and shall grant a worldwide, non-exclusive, non-sublicensable, royalty-free, perpetual licence to the Customer to use any Background IP incorporated in the Deliverables for the purposes of receiving and using the Services and the Deliverables in its business.
- 8.2 The Customer agrees that it will not use the Background IP for any other purposes, including but not limited to activities that compete with the business of Newicon.
- 8.3 In relation to the Customer Materials, the Customer:
- (a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and
 - (b) grants Newicon a non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Services to the Customer.
- 8.4 Newicon:
- (a) warrants that the receipt and use of the Services and the Deliverables by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party;
 - (b) shall, subject to 11, indemnify the Customer in full against all direct liabilities, costs, expenses, damages, loss and all other reasonable professional costs and expenses suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Right arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables; and
 - (c) shall not be in breach of the warranty at 8.5(a), and the Customer shall have no claim under the indemnity at 8.5(b), to the extent the infringement arises from:
 - (i) the use of the Customer Materials in the development of, or the inclusion of the Customer Materials in, any Deliverable;
 - (ii) any modification of the Deliverables or Services, other than by or on behalf of Newicon; and
 - (iii) compliance with the Customer's specifications or instructions.
- 8.5 The Customer:
- (a) warrants that the receipt and use of the Customer Materials in the performance of this agreement by Newicon, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - (b) shall indemnify Newicon in full against all liabilities, costs, expenses, damages, losses and all other reasonable professional costs and expenses suffered or incurred by Newicon arising out of or in connection with any claim brought against Newicon, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.
- 8.6 Newicon may describe its role in projects in promotional and marketing materials, including taking credit for authorship and providing a link to the Customer's website.
- 9. What about data protection?**
- 9.1 For the purposes of this 9, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR .

- 9.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 9.3 The parties have determined that for the purposes of Applicable Data Protection Laws, Newicon shall process Customer Personal Data as processor on behalf of the Customer.
- 9.4 Should the determination in 9.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this 9.
- 9.5 Without prejudice to 9.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Customer Personal Data to Newicon and lawful collection of the same by Newicon for the duration and purposes of this agreement.
- 9.6 Without prejudice to 9.2, Newicon shall, in relation to Customer Personal data:
- (a) process that Customer Personal Data only on the documented instructions of the Customer unless Newicon is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**);
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that any personnel engaged and authorised by Newicon to process Customer Personal Data have committed themselves to confidentiality;
 - (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to Newicon), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws;
 - (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
 - (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless Newicon is required by Applicable Law to continue to process that Customer Personal Data; and
 - (g) maintain records to demonstrate its compliance with this 9.
- 9.7 The Customer provides its prior, general authorisation for Newicon to:
- (a) appoint processors to process the Customer Personal Data, provided that Newicon shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Newicon.
 - (b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that Newicon shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws.
- 10. What about confidential information?**
- 10.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by 10.2.
- 10.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives, contractors, subcontractors 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, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this 10; and
 - (b) 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. What will each party be liable for?**
- 11.1 References to liability in this 11 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in this this 11 shall limit the Customer's payment obligations or liability for any indemnities given under this agreement.
- 11.3 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.4 Subject to 11.3, Newicon's aggregate liability in respect of claims arising out of, or in connection with, the

Agreement shall not exceed the total Fees paid by the Customer to Newicon under this Agreement.

- 11.5 Newicon shall not be liable for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use, damage or corruption of software, data or information, loss of or damage to goodwill and indirect or consequential loss.
- 11.6 Newicon makes no warranty of any kind, whether express or implied, regarding any third party products, services, content, software, plugins, equipment or hardware used within the Services.
- 11.7 Newicon shall not be responsible or liable for third party plugins or software that may become unusable or affect performance of the Services because of:
- (a) Updates performed during maintenance or development;
 - (b) Issues caused by the action or inaction of a licensor;
 - (c) Withdrawal of a product or service by a licensor;
 - (d) Change in third party licence terms;
 - (e) Refusal by a licensor to extend licence terms; and
 - (f) Failure by the Customer to adhere to or maintain third party licence terms.

12. How can we end this agreement?

- 12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this Agreement;
 - (c) the other party becomes insolvent, bankrupt or otherwise unable to pay its debts;
 - (d) the other party has a liquidator, receiver or other administrator appointed or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts other than for the purpose of a solvent re-structuring of the other party.
- 12.2 Either party may terminate this Agreement for convenience by providing the other party 90 days written notice (but if such notice is given during the Initial Term, the notice period shall not start to run until the expiry of the Initial Term).
- 12.3 Without affecting any other right or remedy available to it, Newicon may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and

remains in default not less than 7 days after being notified in writing to make such payment.

13. What happens after termination?

- 13.1 On termination or expiry of this agreement:
- (a) the Customer shall immediately pay to Newicon all of Newicon's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Newicon may submit an invoice, which shall be payable immediately on receipt; and
 - (b) Newicon shall on request return any of the Customer Materials not used up in the provision of the Services.
- 13.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 13.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14. Cancellation

- 14.1 If, after the issuance by Newicon of the Order Confirmation, the Customer decides not to proceed with the engagement with Newicon for any reason, the Customer will not be entitled to a refund of any Initial Payment.

15. Force majeure

- 15.1 If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, that party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 15.2 If the Force Majeure Event continues for a period of more than 30 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 30 days written notice.

16. Additional provisions for specific services

- 16.1 Where the Services include support or retainer services, the Customer understands and accepts that support and retainer hours do not roll over to subsequent months if not used. If Newicon provides support or retainer services beyond the agreed monthly hours, Newicon shall be entitled to charge the Customer additional Fees.

- 16.2 Where the Services include search engine optimisation (SEO) services, the Customer understands that Newicon cannot guarantee specific results. Newicon has no control over the policies and decisions of search engines or directories. The Customer accepts that if they independently make changes to their website, search engine placement may be affected. Any services required to remedy SEO will be subject to additional fees.
- 16.3 Where the Services include social media services, the Customer agrees that:
- (a) it is not necessary for Newicon to notify the Customer of each post it publishes on the Customer's behalf;
 - (b) any requests to change any content posted must be in writing and Newicon is entitled to charges additional fees for such work;
 - (c) Newicon reserves the right to edit or amend any content on any social media channels that it considers to be offensive, unlawful, inappropriate or which appears to infringe third party intellectual property rights; and
 - (d) Newicon shall not be responsible for correcting any errors in any post which are approved by the Customer or any nominated third party, that are based on Customer Materials provided, or that are not notified to Newicon within 7 days of posting the content.
- 16.4 Where the Services include pay per click (PPC) advertising management services, the Customer accepts that:
- (a) Newicon shall invoice the Customer for any management and/or set up costs separately;
 - (b) the Customer shall be responsible for ensuring adequate budget is available to carry out the PPC services;
 - (c) the Customer shall be billed directly by the advertising provider for their fees;
 - (d) Newicon cannot guarantee performance of the PPC services;
 - (e) Newicon shall not be liable for any detrimental effect on the PPC services which results from (i) search engine policies, functionality or service; or (ii) any activity by the Customer or third party including, but not limited to, fraudulent activity or alterations made to the Customer's website or advertising copy.
- 16.5 Where the Services include hosting services, the Customer accepts that:
- (a) Newicon cannot guarantee that the hosting services will be error-free and may be subject to downtime caused by scheduled or emergency maintenance or repair;
 - (b) any fault identified must be reported to Newicon as soon as possible by telephone or email (support@newicon.net);
 - (c) the Customer is responsible for keeping their login name and password to their server area secure;
 - (d) the hosting service cannot be used to (i) upload any virus, trojan or malware which could infect the server(s) or any other machines or allow anyone to store or download infected files; (ii) publish or disseminate defamatory material or any material which could be in breach of the Applicable Laws; (iii) gain access to any information or resources of a third party without permission; (iv) send unsolicited or spam emails; (v) reduce the performance of the server(s) to the detriment of other users; and (vi) upload any material which in the sole discretion of Newicon may be contrary to public decency and morality;
 - (e) Newicon may inspect the server(s) at any time and, if any material listed at clause 16.5(d) has been uploaded, is linked to or has been transmitted, Newicon may immediately terminate the hosting services;
 - (f) Newicon reserves the right to add, improve, modify or deactivate individual features, applications, scripts and programs as necessary in the interests of technical progress, security or availability of technical support to ensure the stable operation and integrity of the hosting services;
 - (g) Newicon shall not be liable for any loss, claim or damage caused by failure of backup, failure by the Customer to make and store regular offsite backups, schedule or emergency downtime, corruption and/or loss of data or code, or unauthorised access to the hosting services.
17. **General**
- 17.1 The Customer shall not, without the prior written consent of Newicon, at any time from the date of this agreement to the expiry of 12 months after the termination or expiry of this agreement, solicit or entice away from Newicon or employ or attempt to employ any person who is, or has been, engaged as an employee or subcontractor of Newicon in the provision of the Services.
- 17.2 Neither party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 17.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.4 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under

- this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.6 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 17.7 If any provision or part-provision of this agreement is deemed deleted under 17.6 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.
- 17.8 This agreement 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.
- 17.9 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 17.10 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.
- 17.11 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.12 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 17.13 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 17.14 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) Sent by email to the addresses nominated by each party from time to time; or
 - (b) Delivered by hand or pre-paid first class post or other next working day delivery service at its registered office.
- 17.15 Any notice shall be deemed to have been received:
- (a) If sent by email, at the time of transmission;
 - (b) If delivered by hand, post or other next working day delivery service, at 9am on the second day after posting.
- 17.16 Clauses 17.14 and 17.15 do not apply to the service of any proceedings or other documents in any legal action, arbitration or other dispute resolution proceedings.
- 17.17 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 17.18 This agreement 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.
- 17.19 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 this agreement or its subject matter or formation.