

LEADZILA LTD
MARKETING & AUTOMATION PROGRAMME (MAP)
Terms & Conditions

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

- 1 Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
 - 2 Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
 - 3 Data Controller:** has the meaning set out in GDPR Article 24 and section 1(1) of the Data Protection Act 1998.
 - 4 Data Subject:** an individual who is the subject of Personal Data.
 - 5 Deliverables:** any output of the Programme to be provided by Leadzilla to the Member including (but not limited to) video recordings and transcripts, video courses, audio recordings, slideshow presentations, downloadable worksheets and workbooks, and email content.
 - 6 GDPR:** General Data Protection Regulation.
 - 7 Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and Programme 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.
 - 8 Leadzilla:** Leadzilla Ltd incorporated and registered in England and Wales with company number 08207404 whose registered office is at Footprints Accountancy, 24 Gander Lane, Barlborough, Chesterfield, S43 4PZ.
 - 9 Member:** a commercial entity which includes but is not limited to any individual, partnership or organisation that carries out business in England & Wales.
 - 10 Personal Data:** has the meaning set out in GDPR Article 4.1 and section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which the Supplier is providing Services under the Contract.
 - 11 Processing and process:** have the meaning set out GDPR Article 4.2 and section 1(1) of the Data Protection Act 1998.
 - 12 Programme:** the Programme as set out in clause 4.1 or as may be amended by the Leadzilla under clause 4.4.
 - 13 VAT:** value added tax chargeable in the UK.
- 1.2** Clause and headings shall not affect the interpretation of this agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this agreement** is a reference of this agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14 References to clauses are to the clauses of this agreement.

2. Background

- 2.1 Leadzilla has developed an online 6-month lead generation mastery programme.
- 2.2 The Member is receiving the Marketing & Automation programme in their capacity as a business.
- 2.3 Leadzilla agrees to provide the Member with the Programme on the terms set out in this agreement and in exchange for the obligations of the Member.

3. Commencement and duration

- 3.1 This agreement shall become binding when the Member agrees to it by ticking the tick box. The provision of the Programmes by Leadzilla will commence on the date this agreement is accepted by the Member (the **Start Date**) and shall continue, unless terminated earlier in accordance with clause **11** (Termination), until the first anniversary of that date (the **Term**).

4. Leadzilla's responsibilities

- 4.1 The Leadzilla shall use reasonable endeavours to supply the Programme in accordance with this agreement in all material respects. The Programme shall consist of:

- (a) 6 modules of online business marketing coaching sessions;
- (b) 6 online check in sessions:

in each case delivered to each member of the Programme in a group session, either delivered live or as a pre-recorded session. A module may comprise of more than one online session.

- 4.2 Leadzilla shall supply course materials for each session available for download by the Member, which also form part of the deliverables.
- 4.3 Leadzilla shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time for performance by the Leadzilla shall not be of the essence of this agreement.
- 4.4 Leadzilla reserves the right to vary any part (including but not limited to the content) of the Programme at their discretion without notice.
- 4.5 Leadzilla warrants to the Member that the Programme will be provided using reasonable care and skill.

5. Member's obligations

- 5.1 The Member shall:
 - (a) co-operate with the Leadzilla in all matters relating to the Programme and in particular shall attend all sessions provided as part of the Programme. The dates of each session shall be provided to the Member in advance;
 - (b) provide to Leadzilla in a timely manner all documents, diary updates and materials reasonably required by Leadzilla in connection with the Programme and ensure that they are accurate and complete; and
 - (c) conduct themselves in a professional manner when attending sessions provided as part of the Programme.
- 5.2 Subject to clause 5.3 below, if a Member is unable to attend a session or call provided as part of the Programme, a Member cannot substitute another person to attend on their behalf. Where a Member is a limited company, only the Individual may attend the sessions.
- 5.3 At Leadzilla's discretion a Member may request that another owner of its business attends a session in substitution of the Member or Individual (as appropriate) if, within the Member's business, that other owner has a direct responsibility for a particular topic being covered in a session. Any such request should be made to Leadzilla at least 5 Business Days before the session. The Leadzilla is under no obligation to approve any such request.
- 5.4 If a Member fails to attend a session on the programme Leadzilla is under no obligation to offer a refund of the Fee or provide a replacement session. Members should ensure that all computer hardware, software, telephone or internet connections etc. required for a particular session are working in advance of his attendance.
- 5.5 If any Member's behaviour (including physical behaviour, written words, speech and online communications including through any form of social media) towards another Member or towards Leadzilla or its associated company (The Trades Hub Limited, T/A Elite Business Academy) agents, subcontractors, consultants or employees is, in the sole opinion of Leadzilla, non-co-operative, derogatory, bullying, aggressive, threatening or otherwise likely to damage the reputation of Leadzilla or its associated company (The Trades Hub Limited, T/A Elite Business Academy) or likely to cause distress to any other member or to Leadzilla, then Leadzilla reserves the right to immediately terminate the Programme by notice in writing to the Member. In the event of such termination the Fee, and in particular all remaining instalments of the Fee shall still remain payable.

- 5.6 The Member is obliged to notify Leadzilla, if they are, or become a Marketeer, work in Automation or Sales. In such circumstances or, if Leadzilla discover that (in their opinion) there is a conflict of interest with the Member due to them being in such roles or industries, then Leadzilla will cancel the Members seat on the programme (in accordance with clause 11.1(c)) and shall refund the Member the fees paid.
- 5.7 If Leadzilla's performance of its obligations under this agreement is prevented or delayed by any act or omission or that of its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Leadzilla shall be allowed an extension of time to perform its obligations and shall not be in breach of its responsibilities.

6. Fees and payment

- 6.1 In consideration of the provision of the Programme by Leadzilla, the Member shall pay the Fee which shall be either:
- (a) a fee of £1,782.00 plus VAT payable in monthly instalments of £297.00 plus VAT per month with the initial instalment due upon the signing of this agreement; or
 - (b) a fee of £1,682.00 plus VAT payable upon the signing of this agreement.
- 6.2 Payment of the Fee, or each instalment of the Fee shall be taken by direct debit. Any failure by a Member to make a payment of an instalment of the Fee shall prevent that Member from taking part in future sessions in the Programme and Leadzilla reserves the right to terminate the Programme, but such termination or failure to pay an instalment shall not relieve that Member from its obligation to pay all instalments of the Fee due.
- 6.3 If a Member notifies Leadzilla that they no longer want to continue with the Programme, the Fee remains due and payable in full, and all remaining instalments shall be paid immediately upon receipt of an invoice from Leadzilla. If the Member has paid the Fee in full, no refunds shall be given.
- 6.4 If the Member fails to make a payment due to Leadzilla under the Contract by the due date, then, without limiting the Leadzilla's remedies under clause 11 (Termination), the Client 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 clause 6.4 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 6.5 Leadzilla is permitted to claim, and the Member is liable to pay any and all fees, charges, costs, and court fees relating to the instruction of Debt Collection/Recovery agents and/or Solicitors in the recovery of outstanding debts owed arising from this agreement.
- 6.6 All amounts due under the Agreement 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. Intellectual property rights

- 7.1 In relation to the Programme and the Deliverables:
- (a) Leadzilla and its licensors shall retain sole ownership of all Intellectual Property Rights in the Programme and the Deliverables; and
 - (b) the Member does not acquire any ownership, license or other right in the Programme and the Deliverables and has no right to use the Deliverables save for a limited licence to use the Programme and the Deliverables for the purposes of his participation in it.
- 7.2 The Member acknowledges that it does not have any right, title or interest in the Intellectual Property or any updates or improvements to it.

- 7.3 The Member is not authorised to:
- (a) Copy, record, modify, reproduce, broadcast, post, transmit, distribute, sub-licence, sell or upload any of the Programme or the Deliverables;
 - (b) Record on video, audio tape, video phone or other means any part of the Programme;
 - (c) Use the Deliverables for any reason other than the Member's own participation in the Programme; or
 - (d) Remove any copyright or other mark of Leadzilla on the Deliverables.

and any such breach of this clause 7.3 shall allow Leadzilla to immediately terminate the Programme, with the remainder of any outstanding part of the Fee being payable by the Member.

- 7.4 The Member consents to the unlimited use of their photographic images or videos or the fact that they are a Member in any promotional material used by Leadzilla or associated company (The Trades Hub Limited, T/A Elite Business Academy). A Member shall not use any photos or videos of other members or Leadzilla without their consent.

8. Data protection and data processing

- 8.1 The Member and Leadzilla acknowledge that for the purposes of General Data Protection Regulation (GDPR), the Member is the Data Controller, and Leadzilla is the Data Processor in respect of any Personal Data.
- 8.2 Leadzilla shall process the Personal Data only in accordance with the Member's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Member.
- 8.3 Leadzilla shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 8.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.
- 8.5 Leadzilla warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction, or damage; and
 - (ii) the nature of the data to be protected.
 - (b) take reasonable steps to ensure compliance with those measures
- 8.6 The Member shall, in relation to any personal data processed in connection with the performance by Leadzilla of its obligations under this agreement:
- (a) ensure that it has in place appropriate technical and organisational measures 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, (those measures may include, where appropriate, pseudonymising and encrypting personal data);
 - (b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - (c) not transfer any personal data outside of the European Economic Area.

- (d) assist Leadzilla 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;
- (e) notify Leadzilla without undue delay on becoming aware of a personal data breach; and
- (f) at the written direction of Leadzilla, delete or return personal data and copies thereof to Leadzilla on termination of the agreement.

8.7 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages, or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 8.

8.8 The Member acknowledges that Leadzilla is reliant on the Member for direction as to the extent to which Leadzilla is entitled to use and process the Personal Data. Consequently, Leadzilla will not be liable for any claim brought by a Data Subject arising from any action or omission by Leadzilla, to the extent that such action or omission resulted directly from the Member's instructions.

9. Confidentiality

9.1 The parties undertake that they shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, or any other member of the Programme, including the terms of this agreement, except as permitted by clause 9.2. The Member agrees to keep all information shared by Leadzilla or between Members private and shall not share any such information with any other person.

9.2 Each party may disclose the other party's confidential information:

- (a) 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 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 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.

10. Insurance and limitation of liability

10.1 Leadzilla has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £1,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Leadzilla has been able to arrange and the Member is responsible for making its own arrangements for the insurance of any excess loss.

10.2 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).

10.3 Leadzilla's total liability to the Member shall not exceed the Fee actually paid by the Member to Leadzilla.

- 10.4 This clause 10.4 sets out specific heads of excluded loss:
- (a) Subject to clause 10.2, the following types of loss are wholly excluded:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
- 10.5 Leadzilla has given commitments as to compliance of the Programme with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.
- 10.6 No part of the provision of the Programme by Leadzilla is intended to be, nor should it be taken to be the provision of investment advice. Leadzilla does not give any guarantee or warranty that the Programme will deliver a particular result or opportunity from the purchase and completion of the Programme or any part of it.
- 10.7 The delivery of the Programme is to provide information to the Member. It is not the provision of any instruction or order from Leadzilla to do any particular act or thing. It is for the Member to decide whether to take any action as a result of attending the Programme and Leadzilla does not accept any liability arising from any act or omission of a Member as a result.
- 10.8 Where a Member forms a business relationship with another Member, such Member does so entirely as a result of its own decision making. Leadzilla does not accept liability for any business relationship formed between members, nor does it give any guarantee of the type or quantity of any business gained through purchasing the Programme.
- 10.9 Unless the Member notifies Leadzilla that it intends to make a claim in respect of an event within the notice period, Leadzilla shall have no liability for that event. The notice period for an event shall start on the day on which the Member became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail. The Member waives any statute of limitations which might apply by operation of law or otherwise.

11. Termination

- 11.1 Without affecting any other right or remedy available to it, and in addition to the rights of termination set out at clauses 5, 6 and 7 above Leadzilla may terminate this agreement with immediate effect by giving written notice to the Member if:
- (a) the Member commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 business days after being notified to do so;
 - (b) the Member repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (c) Leadzilla believes (in their opinion) that there is a conflict of interest with the Member.
 - (d) the Member 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it

is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

- (e) the Member 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 any of its creditors;
- (f) 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 Member;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Member;
- (h) the holder of a qualifying floating charge over the assets of the Member has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over all or any of the assets of the Member or a receiver is appointed over all or any of the assets of the Member;
- (j) a creditor or encumbrancer of the Member 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 the Member's assets and such attachment or process is not discharged within 14 days;
- (k) the Member suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the Member carries out any act or omission which, in Leadzilla's sole opinion may bring the business of Leadzilla into disrepute or may otherwise damage the goodwill, custom and connections of Leadzilla.

12. Consequences of termination

12.1 On termination or expiry of this agreement:

- (a) the Member shall immediately pay to Leadzilla, all of the Fee outstanding for the remainder of the Term; and
- (b) the following clauses shall continue in force: clause 1 (Interpretation), clause 76 (Intellectual property rights), clause 9 (Confidentiality), clause 10 (Limitation of liability), clause 12 (Consequences of termination), clause 16 (Waiver), clause 18 (Severance), clause 24 (Governing law) and clause 25 (Jurisdiction).

12.2 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.

13. Force majeure

13.1 Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, acts of Governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, accident, epidemics, lightning damage, electromagnetic interference, radio interference, strikes, industrial dispute, power failure or any other cause beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 20 business days' written notice to the affected party.

14. **Assignment and other dealings**

- 14.1 This agreement is personal to the Member and the Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 14.2 Leadzilla may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that Leadzilla gives prior written notice of such dealing to the Member.

15. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. **Waiver**

- 16.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.2 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. **Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. **Severance**

- 18.1 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.
- 18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 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.

19. **Entire agreement**

- 19.1 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.
- 19.2 The Member acknowledges that:
- (a) Leadzilla does not guarantee any financial gain of the Member;
 - (b) Leadzilla has not made representations about the Programme and the actual or future success of any member; and
 - (c) the financial success of the Member's own business is dependent upon the Member themselves and not Leadzilla.
- 19.3 The Member 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. The Member agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. **No Membership or agency**

20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any Membership 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.

20.2 The Member shall not hold themselves out as being in any way connected to Leadzilla other than as a member of the Programme, and shall not purport to be a business and marketing coach or Leadzilla (or otherwise).

20.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. **Third party rights**

21.1 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.

22. **Notices**

22.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery Programme at its principal place of business; or
- (b) sent by email to the address specified by the parties from time to time

22.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery Programme, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery Programme; and
- (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 22.2(c), 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.

22.3 This clause does not apply to the Programme of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. **Counterparts**

23.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

23.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

24. **Governing law**

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.

25. **Jurisdiction**

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.