

KEY TERMS

1. DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 “**Agent**” means Solid Gold Entertainment Limited registered in England and Wales with company number 12452348;
- 1.2 “**Artist**” means a person who Accepts the Agent’s Offer of Engagement;
- 1.3 “**Balance**” means the fee payable by the Client for the Artist as set out in the Booking Form;
- 1.4 “**Client**” means any third party, individual, partnership, company or other organisation or entity which negotiates with the Agent with a view to procuring the services of the Artist in respect of an Engagement;
- 1.5 “**Engagement**” means the employment or use of the Artist by the Client, or any third party to whom the Client has introduced the Artist, on a short term basis under any form of contract or relevant agreement;
- 1.6 “**Terms and Conditions**” means these Key Terms together with the terms and conditions which are sent with the Booking Form and any subsequent terms and conditions agreed in writing by the Agent. A copy of the terms and conditions can also be found at:-
<http://www.solidgoldentertainment.co.uk/entertainment/Terms.html>;
- 1.7 “**Performance Fee**”: means the Artists Fees;
- 1.8 “**Performance Fee**” means the sums due to the Artist from the Agent in respect of an Engagement;
- 1.9 “**Booking Confirmation**” means the contract between the Agent and the Artist for agency services incorporating these Terms and Conditions.
- 1.10 “**Venue**” means the location at which the Artist is to provide the Services as stated in the Booking Form.

2. GENERAL

- 2.1 These Terms and Conditions supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Agent.
- 2.3 These Terms and Conditions shall also be supplied with any Booking Confirmation and
 - 2.3.1 signed and returned to the Agent by the Artist and by the Client or
 - 2.3.2 read and agreed online by the Artist and by the Client.

3. BOOKING CONFIRMATION

- 3.1 This Booking Confirmation must be accepted by the Artist and by the Client in its entirety.

4. PAYMENT

- 4.1 The artist must supply an invoice for this Engagement in accordance with clause 6.5 of the Terms and Conditions.
- 4.2 Payment of the Performance Fee shall be made directly by the Agent to the Artist by cheque or BACS when payment has been received from the Client.
- 4.3 The Artist is a self-employed contractor and is solely responsible for its own accounting and the payment of VAT and any other taxes, including National Insurance Contributions arising out of or in connection with the Performance.

5. ARTIST OBLIGATIONS

- 5.1 The Artist shall, at all times, act in a professional and courteous manner and shall attend all Engagements on time.
- 5.2 The Artist shall carry out every Engagement to the best standard of ability and skill.
- 5.3 The Artist shall maintain public liability insurance to a minimum level of Five Million Pounds and shall provide the Agent with proof of such cover.
- 5.4 The Artist shall comply with all rules and regulations relating to health and safety, fire prevention or general administration which may be in place at the Venue.
- 5.5 The Artist shall not pass on any personal business cards or other promotional material to the Client, members of the audience or other third parties.
- 5.6 The Artist shall ensure that any equipment in their ownership which is used during the Engagement meets basic safety standards and is in good working order.

6. CANCELLATION

- 6.1 The Artist may not under any conditions cancel the Engagement unless due to Force Majeure or illness. In such cases, on provision of reasonable proof, the Artist will not be held in breach of contract by the Agent.
- 6.2 The Artist agrees to inform the Agent immediately of any intended cancellation.
- 6.3 In the event that the Client cancels a booking the agent will seek cancellation charges for the Artist.
- 6.4 Where the Client cancels the Contract, the Client shall be liable for cancellation fees calculated as follows;
 - 6.4.1 where the deposit has been paid in full;
 - 6.4.2 cancellation 0-30 days before the Performance Date, 100% of the Balance;
 - 6.4.3 cancellation 30 - 60 days before the Performance Date, 50% of the Balance;
 - 6.4.5 cancellation 60 – 120 days before the Performance Date, 25% of the balance;
 - 6.4.5 cancellation more than 120 days, no fee

Where the deposit or any part of it remains outstanding, such sum as is outstanding at the time of cancellation shall be payable in addition to the above cancellation fees.

6.5 If the venue provided by the Client is unable to accommodate the Artist and the Artist is unable to perform for this reason the Agent will seek cancellation charges from the Client for the Artist.

7. ENTIRE AGREEMENT

These Key Terms and Conditions together with the Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral and shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Act/Acts: the Artist.

Agent: Solid Gold Entertainment Limited registered in England and Wales with company number 12452348.

Agent Materials: has the meaning set out in clause 3.2(f).

Artist: the musician (whether solo or part of a duo or band) performer or other entertainer (whether an individual or other entity) booked by the Client under this agreement as set out in the Booking Form.

Artist Fees: the agreed payment to the Artist for their supply of the Services under the Contract as set out in the Booking Form.

Balance: means the Artist Fees, as set out on the Booking Form, and payable by the Client in accordance with these terms and conditions.

Booking Form: Details of the Client's order for the supply of the Services by the Artist

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

Charges: the charges payable by the Artist to the Agent representing the Agent's fee for arranging the booking in accordance with clause 6 (Charges and payment).

Client: any third party, individual, partnership, company or other organisation or entity which negotiates with the Agent with a view to procuring the services of the Artist.

Client Materials: has the meaning set out in clause 3.2(f).

Commencement Date: has the meaning given in clause 0.

Company: Solid Gold Entertainment Limited registered in England and Wales with company number 12452348

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.5 and any Key Terms issued with the Booking Form including Christmas and New Year Key Terms.

Contract: the contract between the Artist and the Client for the supply of Services in accordance with these terms and conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Deliverables: any outputs of the Services and any other documents, products and materials provided by the Artist to a Client as specified in the Booking Form and any other documents, products and materials provided by the Artist to a Client in relation to the Services (excluding the Artist's Equipment).

Deposit: means the amount due from the Client to the Agent to secure the Artist exclusively for the Event, as detailed on the Booking Form.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Mandatory Policies: The business policies and codes set out in the Schedule to these terms and conditions and any Client's business policies and codes provided to the Artist by the Client prior to delivery of the Services.

Order: Client's order for the supply of Services, as set out in Booking Form.

Performance Date: the date(s) on which the Services are to be performed as detailed in the Booking Form

Performance Fee: means the Artists Fees

Services: the services, including any Deliverables, to be provided by the Artist under the Contract, as set out in the Booking Form.

Venue: the location at which the Artist is to provide the Services as stated in the Booking Form.

1.2 Interpretation:

- (a) Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as it is in force as at the date of the Contract; andshall include all subordinate legislation made at the date of this Contract under that legislation or legislative provision.
- (b) 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.

A reference to writing or written includes fax and emails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Company to book Services in accordance with these Conditions.

The Order shall be deemed to be accepted on the earlier of:

- (a) the Artist issuing written acceptance of the Booking Form; or
- any act by the Agent consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Agent seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. SUPPLY OF SERVICES

3.1 The Artist shall from the date set in the Booking Form and for the duration of the Contract provide the Services to the Client in accordance with these Conditions.

The Artist shall meet any performance dates for the Services specified in the Booking Form or that the Agent and/or the Client notifies to the Artist and time is of the essence in relation to any of those performance dates.

3.2 In providing the Services, the Artist shall:

(a) co-operate with the Client in all matters relating to the Services, and comply with all instructions of the Client;

perform the Services with the best care, skill and diligence in accordance with best practice in the Artist's industry, profession or trade;

(b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Artist's obligations are fulfilled in accordance with the Contract;

ensure that the Services and Deliverables will conform with all descriptions, standards and specifications set out in the Booking Form, that any performances supplied by the Artist under the Services conform to the standard of show expected of the Artist and for which the Artist was specifically booked and that the Deliverables shall be fit for any purpose that the Client expressly or impliedly makes known to the Artist;

(c) provide all equipment, tools and vehicles and such other items as are required to provide the Services, unless the equipment has been contractually agreed to be provided by the Client, the Agent or a third party. It is the Artist's responsibility to ensure the good working order and safety of its own equipment including regular P.A.T testing, and to obtain all necessary insurances and certification;

use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Client, will be free from defects in workmanship, installation and design;

(d) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

to maintain Public Liability Insurance with a minimum liability of £5,000, 000. and to provide proof of the same upon request;

- (e) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes, including Client/Venue requirements relating to sound volume, which may apply from time to time to the provision of the Services, and with the Mandatory Policies;

observe all health and safety rules and regulations and any other security requirements that apply at any of the Client's premises;

- (f) hold all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Artist (**Client Materials**) in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose of or use the Client Materials other than in accordance with the Client's written instructions or authorisation;

hold all materials, equipment and tools, drawings, specifications and data supplied by the Agent to the Artist (**Agent Materials**) in safe custody at its own risk, maintain the Agent Materials in good condition until returned to the Agent, and not dispose of or use the Agent Materials other than in accordance with the Agent's written instructions or authorisation;

- (g) not do or omit to do anything which may cause the Client or the Agent to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Artist acknowledges that the Client may rely or act on the Services;

comply with any additional obligations as set out in the Booking Form;

- (h) as a self employed contractor, be solely responsible for the payment of any taxes and/or other charges (including VAT) which are payable in respect of the Services;

If the Artist is approached by the Client and/or Venue or anyone on the Client's or Venue's behalf with a view to securing the Artist's performance that is not the subject of a Booking Form, then the Artist will refer the approach to the Agent and will notify the Agent immediately. The Artist will notify the Agent of any amount it has or is to receive for the re-engagement and shall pay to the Agent an amount equivalent to a booking fee calculated at the Agent's then current rate of charges for any event or booking made in breach of this clause 3.3(p). Nothing in this clause 3.3(p) shall preclude the Artist from accepting bookings from a Client or Venue for whom it has provided services similar to the Services in the 12 months prior to the Artists first engagement with the Agent and were not introduced to the Artist by the Agent;

4. CLIENT REMEDIES

4.1 If the Artist fails to perform the Services by the applicable dates, the Client shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Artist;
- to refuse to accept any subsequent performance of the Services which the Artist attempts to make;

- (b) to recover from the Artist any costs incurred by the Client in obtaining substitute services from a third party;

to require a refund from the Artist of sums paid in advance for Services that the Artist has not provided; and

- (c) to claim damages for any additional costs, loss or expenses incurred by the Client which are in any way attributable to the Artist's failure to meet such dates.

4.2 If the Artist has supplied Services that do not comply with the requirements of clause 0 then, without limiting or affecting other rights or remedies available to it, the Client shall have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Artist;

to return the Deliverables to the Artist at the Artist's own risk and expense;

- (b) to require the Artist to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;

to refuse to accept any subsequent performance of the Services which the Artist attempts to make;

- (c) to recover from the Artist any expenditure incurred by the Client in obtaining substitute services or deliverables from a third party; and

to claim damages for any additional costs, loss or expenses incurred by the Client arising from the Artist's failure to comply with clause 0.

4.3 These Conditions shall extend to any substituted or remedial services provided by the Artist.

The Client's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

5. CLIENT'S OBLIGATIONS

The Client shall:

- (a) provide the Artist with reasonable access at reasonable times to the Client's premises for the purpose of providing the Services;

provide such necessary information for the provision of the Services as the Artist may reasonably request;

- (b) provide the Client's Equipment to the Artist by the dates specified and in the manner prescribed in the Booking Form;

provide the Agent's Equipment to the Artist by the dates specified and in the manner prescribed in the Booking Form;

- (c) take all reasonable steps to prevent;

- (i) the use of or interference with the Artists equipment without the Artist's consent;

the theft of or damage to the Artist's equipment howsoever caused while the Artist's equipment is at the Venue;

- (d) inform the Artist of all health and safety and security requirements that apply to the Venue or to any of the Client's premises which the Artist will require access to. The Client's requirements in this regard will be notified to the Artist in advance of supply of the Services;

6. CHARGES AND PAYMENT

- 6.1** The Artist Fees for the Services shall be set out in the Booking Form and shall be the full and exclusive remuneration of the Artist in respect of the performance of the Services less the Charges. Unless otherwise agreed in writing by the Client, the Artist Fee shall include every cost and expense of the Artist directly or indirectly incurred in connection with the performance of the Services.

The total payment due from the Client includes the Deposit and the Balance (Total Payment) as detailed in the Booking Form. The Deposit shall be deducted from the Artist Fee as Charges before the Artist is paid.

- 6.2** The Deposit as detailed in the Booking Form must be paid to the Agent by the Client within 5 working days of the booking being confirmed by the Client.

The Balance as detailed in the Booking Form is payable to the Agent by the Client at least 30 days before the Performance Date unless agreed otherwise in writing. The Agent shall hold the Balance on the Artist's behalf.

- 6.3** The Artist shall invoice the Agent for the Balance on completion of the Services. Each invoice shall include such supporting information required by the Agent to verify the accuracy of the invoice, including the relevant purchase order number.

In consideration of the supply of the Services by the Artist to the Client, the Agent (as agent for the Client) shall pay the invoiced amounts which shall not be greater than the Balance within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Artist.

- 6.4** The Artist shall maintain complete and accurate records of the time spent and materials used by the Artist in providing the Services and shall allow the Agent to inspect such records at all reasonable times on request.

The Agent may at any time, without notice to the Artist, set off any liability of the Artist to the Agent and/or the Client against any liability of the Agent and/or the Client to the Artist, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Agent (as agent for the client) and/or the Client of its rights under this clause shall not limit or affect any other rights or remedies available to either of them under the Contract or otherwise.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials and/or Agent Materials) shall be owned by the Artist.

The Artist grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Client Materials and/or Agent Materials) for the purpose of receiving and using the Services and the Deliverables.

- 7.2** All Client Materials are the exclusive property of the Client.

All Agent Materials are the exclusive property of the Agent.

8. INDEMNITY

- 8.1** The Artist shall indemnify the Client and the Agent against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Client and/or the Agent arising out of or in connection with:

- (a) any claim brought against the Client and/or the Agent for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services (excluding the Client Materials and/or the Agent Materials);

any claim made against the Client and/or the Agent by a third party arising out of, or in connection with, the supply of the Services and

- (b) any claim or demand against the Client and/or the Agent by any relevant authority for taxation (whether income tax and/or National Insurance) relating to the Artist's provision of the services

- 8.2** This clause 8 shall survive termination of the Contract.

9. DATA PROTECTION

The parties shall comply with their data protection obligations as set out in data protection legislation as enacted from time to time. The Agent will only use the Artist's personal data to enable it to complete the booking as detailed in the Booking Form and to enable the Agent to comply with its obligations under the Contract. A copy of the Agent's privacy policy is available from the Agent upon request.

10. INSURANCE

During the term of the Contract, the Artist shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Agent's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. TERMINATION

11.1 Without limiting or affecting any other right or remedy available to it, the Client, whether directly or via the Agent, may terminate the Contract:

- (a) with immediate effect by giving written notice to the Artist if:
 - (i) there is a change of control of the Artist; or
the Artist's financial position deteriorates to such an extent that in the Client's opinion the Artist's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (ii) the Artist commits a breach of clause 3.2(e),
- (b) for convenience by giving the Artist one month's written notice.

11.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) Either party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of seven days after being notified to do so;

any other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

- (b) if 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 IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply.

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

12. CONSEQUENCES OF TERMINATION

12.1 On termination of the Contract for any reason or expiry, the Artist shall immediately deliver to the Client all Deliverables whether or not then complete, and return all Client Materials. If

the Artist fails to do so, then the Client may enter the Client's premises and take possession of them. Until they have been returned or delivered, the Artist shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

On termination of the Contract for any reason or expiry, the Artist shall immediately deliver and return to the Agent all Agent Materials. If the Artist fails to do so, then the Agent may enter the Artist's premises and take possession of them. Until they have been returned or delivered, the Artist shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

12.2 Termination or expiry of the Contract shall not affect any of the 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 Contract which existed at or before the date of termination or expiry.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

13. GENERAL

13.1 Force majeure. No party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one week, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

13.2 Assignment and other dealings.

(a) The Client and/or the Agent may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

The Artist 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 the Contract without the prior written consent of the Agent.

13.3 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 1.1(b).

(b) Each party may disclose any other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 0; and

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

- (b) No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

13.4 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.5 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 13.6, 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 provisions.

Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, and shall be delivered by hand, or by pre-paid first class post or other next working day delivery service, at its registered office (if a company) or its principal place of business or residence (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Booking Form.

A notice or other communication shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or, if sent by fax or email, at 9:00 am on the next Business Day after transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 0, 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.

- (b) This clause 0 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.7 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

13.8 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

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 the Contract or its subject matter or formation.

SCHEDULE 1

MANDATORY POLICIES

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy.
- Anti-Bribery and Anti-Corruption Policy.
- Ethics Policy.
- Data and Privacy Policy.