

Our service terms and conditions

1. What this Document is for

1.1 These terms and conditions ("**Terms**") apply to the order by you and any and all contracts, offers, and declarations of acceptance by us concerning the provision of Services by us to you.

1.2 These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.3 In this Agreement:

Agreement means this contract (including all documents referenced and incorporated herein) between Safedrive and you for the supply of Services in accordance with these Terms.

Data Protection Laws means any laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, relating to the processing of personal data and privacy, that are applicable to the Services.

End User Terms means the terms of use notified by or on behalf of Safedrive in relation to use of and access to the Services through our Portal (such terms being made available by or on behalf of Safedrive when you access the Portal or which may otherwise be communicated to you, including by email, from time to time).

Fees means the fees payable by you for the supply of the Services in accordance with clause 4.

Intellectual Property Rights means any and all intellectual property rights of any nature whether registered, registerable or otherwise, including applications for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, rights in computer software, design rights, rights in databases, moral rights, rights in confidential information (including know-how and trade secrets).

Materials means data, software, information, tools, methodologies, processes, procedures, text, drawings, records, specifications and other materials which are embodied in any medium (including any electronic, optical, magnetic or tangible media).

Order means an order for the Services from Safedrive placed by you in your written acceptance of Safedrive's quotation.

Portal means the relevant portal, platform, system and/or application used by us from time to time via which you may access some elements of the Services.

Service Recipient means a person employed by you or one of your affiliates that you have authorised to access and receive the Services in accordance with these Terms.

Services means the services to be supplied by Safedrive to you under the Agreement, as set out in the Order.

"you" and **"your"** or **"Client"** means the sole trader, firm or company purchasing Services from us.

1.3.1 Words importing the singular shall include the plural and vice versa.

1.3.2 Headings are included for ease of reference and convenience only and shall not affect the interpretation of the Agreement.

1.3.3 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.

2. Who we are and the services we offer

2.1 In these Terms references to **"we"** or **"us"** or **"Safedrive"** are to Safedrive, a trading name of Advisory Insurance Brokers Limited a company registered in England and Wales with registered number 04043759 whose registered office is at 2 Minster Court, Mincing Lane, London, EC3R 7PD. We are part of the Ardonagh Group (www.ardonagh.com).

2.2 The Services we are to provide to you are those stated in your Order to the extent it is accepted by us in accordance with clause 3 below. These Services may include:

- Fleet Risk Management Solutions
- Licence Checking
- Online Profiling
- In-Vehicle Driver Training courses

- Driver Risk Workshops
 - Provision of documentation and policies to help manage driver risk
- These Services provided are not regulated by the Financial Conduct Authority.

2.3 We might provide some of the Services through other members of the Ardonagh Group or as a distributor of services provided by our subcontractors or third party providers.

2.4 The Portal that allows you to access elements of the Services is Safedrive's (or its licensor's) proprietary software. Where we supply licence checking services to you, we grant to you a limited, non-exclusive, non-transferable, revocable right to access and use the Portal in accordance with and subject to the provisions of these Terms and the End User Terms. This right to use the Portal does not grant or transfer any ownership rights in the Portal or imply any rights other than those expressly set forth in these Terms.

3. Basis of Agreement

3.1 The Order placed by you constitutes a binding offer by you to purchase the Services in accordance with these Terms.

3.2 The Order shall only be deemed to be accepted upon the earlier of (i) the date of receipt by you of an explicit order confirmation from us by email or telephone ("**Booking Confirmation**") or (ii) the date on which we commence the performance of the Services (or part of the Services) at which point and on which date the Agreement shall come into existence ("**Commencement Date**").

3.3 We reserve the right to change or supplement the Services prior to commencement of the Services and shall notify you of such changes, except in the case of minor or cosmetic changes which do not materially affect the Services. Minor changes or amendments can be made to the Services without your prior written agreement.

4. Fees and Payment Terms

4.1 In consideration of our provision of the Services to you, you shall pay the Fees to us in accordance with our Booking Confirmation or as otherwise notified to you in writing. The Fees for the Services shall be the Fees set out in our published price list or as otherwise notified to you in writing as at the date of receipt of your Order by us.

4.2 We shall invoice you at the end of the month during which the relevant Service was provided or otherwise as notified to you in writing as at the date of receipt of your Order. Except where explicitly agreed otherwise, payment in full is due within thirty (30) days of receipt of our invoice. We shall have the right to terminate or suspend the Services (in part or entirely) until payment is received on overdue and unpaid invoices.

4.3 All Fees under this Agreement are (unless otherwise expressly stated) exclusive of VAT, which will be added as appropriate. Any change to VAT rates after payment but before the Service is delivered will be invoiced accordingly.

4.4 We reserve the right to charge interest on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with any overdue amount.

4.5 We reserve the right to change our Fees and will give you not less than 2 months' notice in writing of any change.

5. Client / Service Recipient(s) obligations

5.1 You shall ensure at all times that:

- 5.1.1 you will immediately notify us if any Service Recipient's entitlement to access should cease or if you suspect and/or become aware of any unauthorised access to or use of any part of the Services or Portal, and take any reasonable steps, as directed by us, to end or prevent such access and to ensure the security and confidentiality of Services and/or the Portal;
- 5.1.2 your Service Recipients, employees, agents and representatives co-operate with us and our subcontractors in relation to the provision of the Services;

- 5.1.3 you are responsible and liable for the actions and omissions of your Service Recipients and shall procure the Service Recipients comply with these Terms and the End User Terms and perform any actions or refrain from such actions as may be required by these Terms or the End User Terms;
- 5.1.4 in relation to use of the Portal, you shall ensure that the user profile or login details are kept secure and are not used by anyone other than the user to whom it has been issued by us and that they comply with any security requirements we may specify in order to access the Portal;
- 5.1.5 you (and each Service Recipient where applicable) agree to and comply with the End User Terms; and
- 5.1.6 you will provide us with the information and documentation that is requested by us or our subcontractors to the extent it is reasonably required to enable us to perform our obligations under this Agreement, including to provide, or procure the provision of, the Services.

5.2 We will not be held responsible for any damage, injury or loss, however caused, that relates to or arises from inadequate or invalid insurance.

6. Safedrive / Third Party Provider - Rights and Obligations

- 6.1 Where practicable, we will provide customer support from Monday to Friday inclusive between 09.00hrs and 17.00hrs.
- 6.2 We will use reasonable endeavours to ensure that the Services will be provided using reasonable care and skill.
- 6.3 We will at our discretion issue you with a login ID and password for the Portal to be used in accessing the relevant parts of the Service. We may limit the total number of users that are provided with access.
- 6.4 We may restrict access to the Services whether via the Portal or otherwise as we reasonably require (including where we believe it is necessary to comply with applicable law (including sanctions and applicable export control law, restriction, or regulation)).
- 6.5 You acknowledge and agree that that the provision of driving licence check services is subject to the DVLA granting permission for the same in the DVLA's sole discretion. We shall not be liable under this Agreement for any delay or failure to provide any part of the Services if the delay or failure is as a result of the DVLA's refusal to grant such permission or results from the performance of DVLA's systems.

7. Driving Training Services

Client Obligations

- 7.1 Unless specifically agreed otherwise in writing before the commencement of the driver training Service, all training will take place in the Client's or Service Recipient(s) own vehicle(s).
- 7.2 Where we provide driver training Services to you, you shall (and shall procure that the Service Recipients shall) at all times ensure that:
 - 7.2.1 any vehicle in which a Safedrive trainer is a passenger is road worthy is fit for purpose, has a valid MOT certificate (or equivalent) if required to do so, has a valid road fund licence and is fully insured for business use;
 - 7.2.2 all Service Recipients adhere to The Highway Code at all times and always drive to the best of their ability during the full duration of the course;
 - 7.2.3 before commencement of the driver training Service, the Service Recipient produces their physical valid UK driving licence to the Safedrive trainer and that is as required for the vehicle to be driven by the driver;
 - 7.2.4 you arrange and maintain in place fully-comprehensive insurance covering all vehicle(s) used by you and/or a Service Recipient for the duration of the driver training Service; and
 - 7.2.5 neither you or any Service Recipient shall do anything that could invalidate a vehicle's insurance either before or during the period of training.

Safedrive Obligations/Rights

- 7.3 We will ensure that all driver training service instructors are on the DVSA Register of Approved Driving Instructors.
- 7.4 Our third party providers shall have sole discretion on conducting course(s) under adverse conditions (such as weather conditions for instance but not limited to snow, wind or rain or road conditions for instance but not limited to debris on the road or road surface conditions). If the third party provider deems it unsafe to conduct or continue training, alternative date(s) and times will be mutually agreed.
- 7.5 Our third party providers shall have sole discretion on conducting course(s) should any vehicle provided by the Client and/or Service Recipient be illegal for road use or inadequate driving documents be produced. If the third party provider decides not to go ahead with the course for such reasons, we reserve the right, at our sole discretion, to invoice the Client for up to 100% of the driver training service Fee.
- 7.6 Our third party providers shall be entitled to immediately cease and terminate driver training service(s) if a Service Recipient displays abusive offensive or otherwise inappropriate behaviour. In the unlikely event of this happening, we reserve the right, at our sole discretion, to invoice the Client for up to 100% of the driver training service Fee.
- 7.7 With the exception of termination under clauses 7.5 and 7.6 above, if any training is cancelled by the third party provider, alternative date(s) and times will be rescheduled subject to agreement being reached between the parties.

8. Limitation / Exclusion of liability

- 8.1 Subject to clause 8.3, our total liability to you under this Agreement (whether in contract, negligence (including, without limitation, tort) or otherwise) is limited to the amount of Fees which we have received under this Agreement.
- 8.2 Subject to clause 8.3, we will not be liable (whether in contract, negligence (including, without limitation, tort) or otherwise) for: (i) any indirect, special or consequential losses; or (ii) for any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect.
- 8.3 Nothing in this clause 8 excludes or limits either party's liability for death or personal injury caused by negligence or for loss caused by fraud, wilful misrepresentation or any matter in respect of which it would be unlawful for the Parties to exclude or restrict liability.
- 8.4 Except as expressly and specifically provided in this agreement:
- 8.4.1 you assume sole responsibility for results obtained from the use of the Services and the Deliverables by you, and for conclusions drawn from such use. While we will take reasonable measures to ensure that the information provided through the Services is as accurate as possible, we are not warranting or otherwise guaranteeing the accuracy of the content of the Services or Deliverables and you acknowledge and agree that any use of the Services or any Deliverables made available via the Services is entirely at your own risk. You should promptly inform us if any part of the Services appears to be inaccurate or incorrect; and
- 8.4.2 the Services and the Portal are provided "as is" without any warranties of any kind and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 8.5 We:
- 8.5.1 do not warrant that your use of the Service and/or the Portal will be uninterrupted or error-free; and
- 8.5.2 are not responsible, and you shall have not recourse against us for any delay, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities including the internet. You acknowledge that the portal may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

9. Financial crime

- 9.1 In providing our services to you, we will not engage in any activity which would breach any financial crime law, statute or regulation applicable to us. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering, and/or combatting the financing of terrorism.
- 9.2 We will not provide any services or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide Services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.
- 9.3 You will ensure that at all times you comply with all laws, statutes and regulations relating to any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.
- 9.4 If you become aware of any issues in relation to this clause 9, you will notify us as soon as reasonably practicable.
- 9.5 Any breach by you of this clause 9 shall be considered a material breach for the purposes of clause 11.

10. Data Protection

- 10.1 To the extent that any personal data is processed under or in connection with these Terms, we (Advisory Insurance Brokers Limited) are a controller of such personal data for the purposes of the applicable Data Protection Law, independently with you. We are part of the Ardonagh Group of companies, and we may share personal data you provide to us within the Ardonagh Group (see <http://www.ardonagh.com> for further details of the Ardonagh Group). We will process any personal data we receive from you in compliance with applicable Data Protection Laws.
- 10.2 Subject to clause 10.3, we (or the Ardonagh Group) will use personal data as necessary to provide products and services as requested by you (the "**Permitted Purpose**"). We will not process personal data you provide to us longer than is necessary for the Permitted Purpose.
- 10.3 From time to time we may use the personal data you provide to us to provide you with details of marketing or promotional opportunities and offers relating to other products and services from the Ardonagh Group, subject to relevant marketing regulations and permissions, where this is permitted by applicable laws. You may contact us to withdraw consent to these details of marketing, promotion opportunities or offers at any time.
- 10.4 You hereby agree and acknowledge that we may disclose personal data that you provide to us to third parties, subject to our compliance with applicable Data Protection Laws in doing so. When we process, store or disclose personal data in connection with these Terms (including in respect of any personal data belonging to a third party that you provide to us), as set out in our Privacy Policy (as described at clause 10.5 below) we:
- follow security procedures in line with industry practices;
 - retain and process such personal data as long as and to the extent necessary for the purpose of complying with our obligations under these Terms and our regulatory obligations; and
 - maintain appropriate technical and organisational measures (including data protection policies) to govern our use of and to protect such personal data.
- 10.5 Where you provide personal data to us, you must do so in accordance with the requirements of applicable Data Protection Laws and must ensure that the Privacy Policy (as described below) has been brought to the attention of the relevant third party.

Full details of our processing activities are set out in the Advisory Insurance Brokers 'Fair Processing Notice' (also referred to as the "Privacy Policy") which can be accessed here: <https://www.towergateinsurance.co.uk/fpn/advisory-insurance-brokers>

10.6 You agree to co-operate with us, to the extent we reasonably request, in relation to any communication we receive from an individual or a regulator in respect of the personal data that you provide to us.

10.7 If you or any relevant individual are unable to access the URL in clause 10.5, the details set out in our Privacy Policy can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

11. Termination

11.1 Subject to clause 11.2 and unless terminated earlier under the terms of this Agreement, this Agreement shall expire on the later of (i) the completion of the Services provided by us to you; and (ii) payment by you of all outstanding invoices due.

11.2 In relation to:

11.2.1 Services in relation to licence checking, such Services (and the associated access to the Portal) will automatically terminate if your licence check credits have expired and you have not purchased any additional credits within thirty days of our notice to you that your credits have expired;

11.2.2 Services in relation to online profiling, such Services (and the associated access to the Portal) will automatically terminate twelve (12) months following creation of your login for the Portal.

11.3 Without affecting any other right or remedy available to us, we may terminate this Agreement immediately on notice in writing to you:

11.3.1 if you are in material breach of this Agreement;

11.3.2 if you fail to pay any Fee or other sum owed by you to us, by the date on which it falls due;

11.3.3 if you breach any regulation or law or, by your act or omission, cause us to breach any regulation or law, or to be subject to any fine, sanction, penalty or censure imposed by a regulatory body or to be subject to the threat of any such fine, sanction, penalty, or censure;

11.3.4 any regulatory body having jurisdiction over us or you requires this Agreement to be terminated;

11.3.5 if you have taken against you (other than in relation to a solvent restructuring) any step or action towards you entering bankruptcy, administration, provisional liquidation or any composition or arrangement with your creditors, 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), being struck off the register of companies, having a receiver appointed to any of your assets, or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.3.6 if we decide to cease the Services (or any part) for any reason, on not less than thirty (30) days' prior written notice provided we refund you (including pro rata, as we reasonably determine) for any Services you have paid for in advance but not received;

11.3.7 if any agreement we have with a third party provider or subcontractor who provide any element of the Services is terminated or expires;

11.3.8 if we determine that you or any Service Recipient is not complying with the End User Terms; or

11.3.9 if you become subject to a change of control. For the purposes of this paragraph, there is a change of control if there is a change in the person that is able to exercise control over you where "control" has the meaning given in section 1124 of the Corporation Taxes Act 2010.

11.4 You may terminate this Agreement or any Service with us at any time by providing not less than 30 days prior written notice to us. If you do so terminate:

11.4.1 within 30 days of the date of termination, in respect of the Services that have been terminated, you shall pay us all outstanding invoices due to us and all other sums due in respect of the Services provided up to the date of termination; and

11.4.2 we reserve

11.4.3 the right to charge you: (a) an administration fee plus any costs incurred by us as a result of such termination; and/or (b) a cancellation fee for cancelled driver training sessions calculated as a percentage of the Fee for the relevant Service as follows:

- sessions cancelled 15 – 30 days prior to training date will incur 50% cancellation fee,
- sessions cancelled 14 days or less prior to training date will incur 100% cancellation fee.

11.5 When this Agreement ends:

11.5.1 you must cease to use the Services and not otherwise attempt to gain access to the Services after such time; and

11.5.2 you will delete, destroy or (at our request) return to us all documents and Materials (and any copies) containing, reflecting, incorporating or based on our confidential information.

11.6 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations and 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.

12. Confidentiality

12.1 Each of the parties will treat information received from the other relating to this Agreement and to the provision of Service(s), or concerning the business, affairs, customers, clients or suppliers of the other party, as confidential and will not disclose it to any other person not entitled to receive such information except: (a) to its employees, officers, representatives, contractors, subcontractors or advisers as may be necessary to fulfil its respective obligations in the provision and / or conduct of the Service(s) and under 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 clause 12; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.2 This clause will not apply to information which was rightfully in the possession of such party prior to the Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

13. Intellectual Property Rights

13.1 During, or in connection with, this Agreement or the Services, you may provide to us Materials (including so that we can perform the Services and our other obligations under this Agreement). Such Materials, to the extent first provided by or on behalf of you (or any member of your group) to us (whether directly or indirectly) in connection with this Agreement or the Services are referred to as "**Your Materials**". You grant to us, or you shall procure the grant to us, a fully paid-up, royalty-free, worldwide, non-exclusive, sublicensable licence to use Your Materials: (a) during the term of the Agreement, as reasonably required by or on behalf of us in connection with our performance of the Services and the exercise of our rights and performance of our obligations under this Agreement; and (b) during or after the term of the Agreement, for compliance with applicable laws and regulation, for record-keeping (including back-up), governance, and internal business purposes.

13.2 During, or in connection with, this Agreement or the Services, we may (whether directly or indirectly) provide (including to you, any member of your group, or your or their officers, employees, agents, individual contractors, suppliers or subcontractors) or develop Materials in connection with the Agreement or the Services (such Materials so provided or developed, the "**Deliverables**"). As between the parties, all right, title and interest in and to any and all Intellectual Property Rights in the Deliverables (other than to the extent comprising your Materials) shall vest in and shall remain vested in us and you shall do or procure the doing of all such things as we may request (including the execution of documents) to give effect to the vesting of such Deliverables in us in accordance with this clause 13. We grant to you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of

this Agreement to use the Deliverables (other than to the extent comprising Your Materials) to such extent as is necessary to enable you to receive the full benefit of the Services under this Agreement and subject always to compliance with this Agreement.

- 13.3 Each party agrees it will not, without the written authority of the other party, make use of the other party's (or its Group's) corporate or trading names or logos and trade marks or Intellectual Property Rights in any marketing, advertising, or for any other promotional purposes.
- 13.4 You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including reasonable legal costs) suffered or incurred by us arising out of or in connection with any claim brought against us, our agents, subcontractors or consultants for:
- 13.4.1 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 Your Materials or your breach of this Agreement; or
 - 13.4.2 your use of any of the Services or the Portal or any part thereof in combination with equipment and/or software not supplied or approved for such use by us or our subcontractors for us with such Services.

14. Force Majeure

- 14.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

15. No waiver

- 15.1 Any delay on our part in enforcing any of our rights under these Terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.

16. Variation

- 16.1 Subject to clause 3.3, neither we nor you may amend these Terms and/or the Services at any time during the term of the Agreement for existing outstanding orders for the Services unless we both agree to any such changes in writing or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to the Agreement and/or the Services and they will be deemed to be accepted by you. Whenever possible, we will provide at least one month's written notice to you before any such changes take effect. Subject to the foregoing, we reserve the right to amend these Terms from time to time which shall apply to later purchases of Services by you from Safedrive placed after such amendment has been made.
- 16.2 We are constantly evolving, fixing bugs and correcting errors in the Portal and shall be entitled (at our discretion) to introduce modifications, upgrades and new releases of any part of the Portal. Therefore, you should always use the latest version of the Portal.

17. Assignment

- 17.1 We may freely transfer, assign, sub-contract, novate, dispose of, or delegate all or any part of this Agreement and/or the services provided under these Terms to any third party. In the event that we transfer, assign, sub-contract, or delegate all, or any part, of this Agreement to a third party, your rights under this Agreement will not be adversely affected.
- 17.2 You shall not be entitled to assign any of your rights, or sub-contract any of your obligations, or deal in any other manner with all or any of your rights or obligations under this Agreement except with our prior written consent.

18. Third Party Rights

Except for a member of the Ardonagh Group, a person who is not party to these Terms, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of the Terms contained in these Terms.

19. Severability

The invalidity, illegality, or unenforceability of any of the provisions or part-provision of this Agreement will not affect the validity, legality, or enforceability of the remaining provisions in this Agreement and the relevant provision or part-provision shall be deemed deleted.

20. Notices

All notices given under or in relation to this Agreement shall be in writing and delivered by email to the relevant email address set out in your Order (and in the case of Safedrive, to Safedrive@towergate.co.uk with a copy to advisorylegal@ardonagh.com) or such other email address notified by a party to the other party in writing. Notices shall be deemed received at the time of transmission to the relevant email address(es) between 9:00 and 17:00 on a business day, provided no notice of non-delivery or other error message or out of office is returned. Where an out of office notification is received, the notice shall be deemed received on the stated return date.

21. How to contact us

If you need to contact us about the Terms or the Services, please do so by emailing Safedrive@towergate.co.uk.

22. Entire Agreement

The 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. Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

23. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) will be governed and construed in accordance with the law of England and Wales. 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 Agreement or its subject matter or formation.