

INDIRECT SUPPLY AGREEMENT

Terms and Conditions

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires:

“**Appointment Basis**” will have the meaning given to it in Schedule 1 (Commercial Terms);

“**Bribery Act**” means the Bribery Act 2010 as amended, superseded or replaced from time to time during the term of this Agreement;

“**Business Day**” means any day that is not a Saturday, Sunday or public holiday in England;

“**Commencement Date**” will have the meaning given to it in Schedule 1 (Commercial Terms);

“**Confidential Information**” means secret or confidential commercial, financial, marketing, technical or other information know-how; trade secrets and other information in any form or medium; whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part(s) of this information. The term “**confidential**” means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available;

“**Contract Year**” means each period of twelve months starting on the Commencement Date; or each successive anniversary of the Commencement Date during the term of this Agreement;

“**Control**” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares or power, ability to appoint directors, by contract or otherwise);

“**Crest Nicholson Personal Data**” means the Personal Data relating to Crest Nicholson’s customers, employees, suppliers, contractors and employees of suppliers or contractors that are Processed by the Manufacturer under this Agreement;

“**Data Protection Laws**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data and the interception of communications under the Agreement;

“**Environmental Laws**” means all and any applicable laws in force in any relevant jurisdiction

relating to, or concerning, the protection of the environment. It also means all and any of the above that regulate, control or prohibit the generation, use, handling, emission, transportation, storage, treatment or disposal of any substances (including waste and hazardous waste or any noise, vibration, odour, light or radioactivity);

“**Force Majeure**” means any event outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement, including an Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, but excluding strikes, lock-outs or other industrial action;

“**Health and Safety Laws**” means all and any applicable laws in force in any relevant jurisdiction relating to human health and safety or the condition of the workplace;

“**Initial Period**” will have the meaning given to it in Schedule 1 (Commercial Terms);

“**Intellectual Property**” means any patent, registered design, copyright (including rights in software), design right, database right, moral right, trade mark, service mark, domain name, rights in confidential information and all similar property rights anywhere in the world, whether registered or not, and including any application for registration of the aforementioned;

“**Introduction Fee**” means the sums payable by the Manufacturer to Crest Nicholson in accordance with Clause 5 of this Schedule 5 (Terms and Conditions) and will be calculated in accordance with Schedule 3 (the Introduction Fee);

“**Introductory Services**” means the Services that Crest Nicholson will provide as set out in Clause 4.1 of this Schedule 5 (Terms and Conditions);

“**Key Performance Indicators**” means the key performance indicators to be satisfied by the Manufacturer (if any) as set out in Schedule 4 (Service Levels/Key Performance Indicators);

“**Minimum Discount**” means the minimum discount for the applicable Product as set out in Schedule 2 (Products and Maximum Price List);

“**Maximum Prices**” will have the meaning given to it in Schedule 1 (Commercial Terms);

“**Order**” means any order by a Crest Nicholson sub-contractor for the provision of the Manufacturer’s (or any of the Manufacturer’s

suppliers) Product

“**Payment Period**” will be the period specified in Schedule 1 (Commercial Terms);

“**Products**” will have the meaning given to it in Schedule 1 (Commercial Terms);

“**Rolling Period**” will have the meaning given to it in Schedule 1 (Commercial Terms);

“**Service Levels**” means the service levels to be met by the Manufacturer as set out in Schedule 4 (Service Levels / Key Performance Indicators); and

“**Supplies**” will have the meaning given to it in Schedule 1 (Commercial Terms).

- 1.2 The headings to clauses are inserted for convenience only and will not affect the interpretation or construction of this Agreement. Words and numbers imparting the singular will include the plural and vice versa. Words imparting a gender include every gender. References to persons include an individual, company, corporation, firm or partnership.
- 1.3 All sums payable hereunder are exclusive of VAT or any other applicable tax or duty. Any applicable tax or VAT will be added if appropriate at the rate prevailing at the relevant tax point.
- 1.4 References to any statute or statutory provision will include (i) any subordinate legislation made under it, (ii) any provision that it has modified or re-enacted (whether with or without modification), and (iii) any provision that subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.5 References to applicable laws will include all or any statute, common law, rule, regulation, treaty, directive, direction, decision of the Court, byelaw, code of practice, circular, guidance note, statutory guidance, order, notice, demand or official guideline or permit of any governmental, statutory or regulatory authority, agency or body.
- 1.6 The words and phrases "other", "including" and "in particular" will not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.7 All references in this Agreement to Clauses and Schedules are to the clauses and schedules to this Agreement only, unless otherwise stated.
- 1.8 In the event of a conflict or ambiguity between Schedule 1 (the Commercial Terms), and this Schedule 5 (the Terms and Conditions) the following order of precedence will apply:
 - (a) Schedule 1 (Commercial Terms); then
 - (b) this Schedule 5 (these Terms and Conditions); then

(c) the other Schedules.

2. Commencement

- 2.1 This Agreement will come into force on the Commencement Date and (subject to the provisions for earlier termination) will remain in force for the Initial Period and may continue in force thereafter in accordance with Clause 2.2.
- 2.2 Three (3) months prior to the end of the Initial Period or any subsequent Rolling Period, the parties will meet to decide whether or not to extend the term of this Agreement. If the parties decide not to extend the term of this Agreement, this Agreement will expire on the last day of the Initial Period or where applicable the last day of the Rolling Period during which the parties' meeting took place. If the parties decide (and agree in writing) to extend the term of this Agreement, this Agreement will continue in force (subject to the provisions for earlier termination) for the Rolling Period.

3. Provision of the Products by the Manufacturer's suppliers to Crest Nicholson's sub-contractors

- 3.1 With effect from the Commencement Date, Crest Nicholson appoints the Manufacturer on the Appointment Basis. The Manufacturer agrees to produce (and procure that its suppliers have sufficient stock) and provide the Products to Crest Nicholson's sub-contractors:
 - (a) subject to Clause 3.2, at no more than the Maximum Prices, which will be payable by Crest Nicholson's sub-contractors to the relevant supplier. For the avoidance of doubt, Crest Nicholson will have no liability to the Manufacturer or the Manufacturer's suppliers in relation to the payment of the Maximum Prices;
 - (b) in accordance with the Service Levels and Key Performance Indicators; and
 - (c) in accordance with terms to be agreed separately between the Manufacturer's suppliers and the relevant sub-contractor.
- 3.2 The Manufacturer will ensure that the prices charged by each of its suppliers for the provision of the Products to Crest Nicholson's sub-contractors do not exceed the Maximum Prices. This will apply to all sales of the Products made by the Manufacturer's suppliers to Crest Nicholson's sub-contractors in the period starting on the Commencement Date and ending on **[INSERT DATE]**. After **[INSERT DATE]**, the Manufacturer's suppliers will be entitled to charge Crest Nicholson's sub-contractors prices that exceed the Maximum Prices provided that the Manufacturer gives Crest Nicholson at least three (3) months' written notice of the increase. Crest Nicholson will be entitled to terminate this Agreement immediately

if such increases are not acceptable.

- 3.3 In the event of the Manufacturer being unable to supply Crest Nicholson's sub-contractors with the Products, Crest Nicholson may recover any costs reasonably incurred from the Manufacturer, and Clause 7.2 will not apply in this respect.

4. Provision of the Introductory Services by Crest Nicholson

- 4.1 In consideration of Clause 3, Crest Nicholson will during the term of this Agreement:

- (a) encourage its sub-contractors to purchase the Products from the Manufacturer's suppliers; and
- (b) [refer all inquiries for the Products from its sub-contractors to the Manufacturer's suppliers.] **[PARAGRAPH B SHOULD ONLY BE INCLUDED WHERE THIS IS AN EXCLUSIVE APPOINTMENT]**

5. Introduction Fee

- 5.1 The Manufacturer will pay Crest Nicholson the Introduction Fee in accordance with this Clause 5.

- 5.2 [The Introduction Fee will be reviewed and, if agreed by the parties in writing, revised prior to the start of each Rolling Period.] **[THIS CLAUSE SHOULD ONLY BE INCLUDED IF YOU SELECT OPTION TWO OR OPTION THREE IN SCHEDULE 3 (INTRODUCTION FEE). PLEASE DO NOT INCLUDE THIS IF YOU SELECT OPTION ONE]**

- 5.3 Crest Nicholson will send the Manufacturer a statement within [six (6) weeks] of the end of each [three (3) month period/Contract Year] during the term of this Agreement that confirms the Introduction Fee payable by the Manufacturer relating to the preceding [three (3) month/Contract Year]. **[THIS SHOULD BE INCLUDED IF YOU SELECT OPTION ONE IN SCHEDULE 3 (INTRODUCTION FEE)]**

[OR]

- 5.3 Crest Nicholson will send the Manufacturer a statement within [six (6) weeks] of the end of each three (3) month period during the term of this Agreement that confirms the Introduction Fee payable by the Manufacturer relating to the preceding three (3) month period. **[THIS SHOULD BE INCLUDED IF YOU SELECT OPTION TWO OR THREE IN SCHEDULE 3 (INTRODUCTION FEE)]**

- 5.4 Unless the Manufacturer disputes the relevant statement issued by Crest Nicholson in accordance with Clause 5.3 within four (4) weeks of the date of the same, Crest Nicholson may issue an invoice to the Manufacturer for the Introduction Fee and the Manufacturer will pay the Introduction Fee within

the Payment Period.

- 5.5 If the Manufacturer disputes the relevant statement, the parties will endeavour to resolve the dispute promptly and in good faith.

- 5.6 Payment of the Introduction Fee will be made by BACS transfer to the account nominated in writing by Crest Nicholson or by another payment method agreed in writing by the parties.

- 5.7 If the Product(s) is not available, the sub-contractor can procure an alternative Product. This will not affect the Introductory Fee.

- 5.8 If the Manufacturer fails to pay any sums due under this Agreement on the due date for payment then Crest Nicholson may charge the Manufacturer, and the Manufacturer will pay Crest Nicholson on demand, interest on the unpaid amount at the rate of three percent (3%) per annum above the then current base rate of [Barclays Bank] **[Amend as appropriate]** from the due date for payment until payment is received in full by Crest Nicholson.

6. Termination

- 6.1 Either party may terminate this Agreement immediately on giving the other written notice if:

- (a) the other party commits any material or repeated breach of its obligations under this Agreement, and which (in the case of a breach capable of being remedied) is not remedied within 20 days of a written request to remedy the same; or
- (b) the other party becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up; is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; if it convenes any meeting of its creditors, or makes an arrangement or compromise with its creditors; or otherwise becomes insolvent or suffers any similar process or event, whether in the UK or otherwise.

- 6.2 Crest Nicholson may terminate this Agreement immediately on giving the Manufacturer written notice if:

- (a) the Manufacturer, or any of the Manufacturer's suppliers, undergoes a change of Control;
- (b) any of the Manufacturer's suppliers commit a material or repeated breach of its obligations under any terms applicable to the provision of the Products that have been agreed separately between the relevant supplier and the relevant Crest Nicholson sub-contractor, and which (in the case of a breach capable of being remedied) is not remedied within 30 days of a written request to remedy the same; or

(a) any of the Manufacturer's suppliers fail to comply with the Service Levels.

6.3 [If Crest Nicholson becomes entitled to terminate this Agreement pursuant to Clauses 6.1 (a), 6.2 or 15.3, it may instead, at its discretion, decide to vary the Appointment Basis and to treat the Manufacturer's appointment as a non-exclusive appointment immediately on giving written notice to the Manufacturer.] **[ONLY INCLUDE IN EXCLUSIVE AGREEMENTS]**

6.4 Upon termination of this Agreement for any reason whatsoever the relationship of the parties will cease, save as to the extent expressly provided for in Clause 6.5.

6.5 The obligations in the following clauses will survive any termination or expiry of the Agreement for six (6) years from the date of termination: Clauses 5, 7, 8 and 25. For the avoidance of doubt, the Introduction Fee will continue to be due for Products supplied after the Agreement has been terminated, or has otherwise expired, where the Order was placed prior to termination or expiry or if the design process was commenced, but an Order was not placed prior to termination or expiry.

6.6 The termination of this Agreement will be without prejudice to the rights and remedies of either party that may have accrued up to the Termination Date.

7. **Liability**

7.1 Nothing in this Agreement will in any way exclude or limit either party's liability for death or personal injury caused by that party's negligence or for fraud or fraudulent misrepresentation.

7.2 Neither party will be liable to the other for any indirect, special or consequential loss or damage or loss of profit howsoever caused.

7.3 The express terms and conditions of this Agreement will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations, whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

8. **Confidential Information**

8.1 Each party will keep secret and confidential all Confidential Information disclosed or obtained as a result of the relationship of the parties under this Agreement and will neither use nor disclose the Confidential Information, except for the purposes of the proper performance of this Agreement or with the prior written consent of the other party.

9. **Intellectual Property Rights**

9.1 All materials, including any specifications supplied by Crest Nicholson, and any copies made by, or for,

the Manufacturer, will: be the property of Crest Nicholson, be used only for the purposes of this Agreement, be treated as strictly confidential and be returned by the Manufacturer immediately on request to Crest Nicholson at the Manufacturer's sole risk and cost.

9.2 Any and all Intellectual Property created or acquired in the course of, or as a result of, any work carried out by the Manufacturer under or in pursuit of this Agreement, will, from the date of its creation or acquisition by the Manufacturer (or otherwise promptly upon request by Crest Nicholson) belong exclusively, throughout the world, to Crest Nicholson.

9.3 The Manufacturer agrees (and will promptly undertake at Crest Nicholson's request) to do all such acts or deeds, and execute all such documents as may be required by Crest Nicholson to put into practice the provisions and intentions of this Clause 9.3. This will be at the Manufacturer's own cost.

9.4 At no extra cost to Crest Nicholson, the Manufacturer will grant, or procure the grant of, an adequate licence or sub-licence for any Intellectual Property that the Manufacturer does not own, which is incorporated or utilised in any work done by the Manufacturer for Crest Nicholson under this Agreement. The licence or sub-licence must be sufficient to ensure Crest Nicholson is able to make full use of such work and to repair, update or maintain the work in which such results are incorporated.

9.5 The Manufacturer will not be liable for any use by Crest Nicholson of the created Intellectual Property for any purposes other than that for which the same was created in accordance with this Agreement.

10. **Data Protection**

10.1 Additional capitalised terms in this Clause will have the meaning given to them in the Data Protection Laws unless otherwise defined in this Agreement.

10.2 Crest Nicholson will process data relating to the Manufacturer and its employees in accordance with its Privacy Policy, which can be found on Crest Nicholson's website at: <https://www.crestnicholson.com/legal-information/privacy-policy>

10.3 The Manufacturer will ensure it complies at all times with Data Protection Laws relating to its Processing of Crest Nicholson Personal Data. The Manufacturer undertakes to perform its obligations under this Agreement in a manner that does not cause Crest Nicholson to breach Data Protection Laws relating to its Processing of the Crest Nicholson Personal Data. The Manufacturer will indemnify Crest Nicholson, and keep Crest Nicholson indemnified, against all losses,

damages, costs, expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by Crest Nicholson arising from any breach of the Manufacturer obligations under this Clause 10.

11. Health and Safety

11.1 At all times, the Manufacturer will comply with all relevant Health and Safety Laws, including the provisions of the Health and Safety at Work Act 1974 and the current Construction (Design and Management) Regulations insofar as they relate to the Agreement. It will be the Manufacturer's responsibility to ensure its employees, personnel, agents and sub-contractors comply with all relevant Health and Safety Laws.

12. Environmental Law

12.1 It will be the Manufacturer's responsibility to ensure its own compliance and that of its employees, personnel, sub-contractors and agents with all relevant Environmental Laws.

13. Insurance

13.1 Each party will maintain in force throughout the term of this Agreement and for a period of 12 years following termination or expiry of this Agreement, the following insurances with reputable insurers at its own cost.

- (a) employers' liability insurance for a minimum of £5,000,000 (five million pounds) per claim;
- (b) public liability insurance (including product liability) for a minimum of £5,000,000 (five million pounds) for each occurrence;
- (c) professional indemnity insurance for a minimum of £10,000,000 (ten million pounds) for each occurrence; and
- (d) such other insurances as are appropriate given its obligations under this Agreement, or as are required by law or contract.

13.2 From time to time during the term of this Agreement, each party will, on written request of the other, provide the evidence that the other reasonably requires to assess compliance with the obligations under this Clause 13.

13.3 The Manufacturer will ensure that all of its suppliers maintain in force throughout the term of this Agreement, and for a period of six (6) years following its termination or expiry, such insurances with reputable insurers as are appropriate for the relevant supplier's obligations under any applicable terms relating to the provision of the Products that have been agreed separately between the relevant Supplier and a Crest Nicholson sub-contractor.

14. Customer Service

14.1 The Manufacturer agrees to work closely with Crest

Nicholson to ensure that Crest Nicholson achieves its customer service objectives towards its unit purchasers during the new home warranty initial guarantee period and/or the defect liability period.

14.2 Where applicable, the Manufacturer agrees that when remedying any defects under this Agreement or interacting with Crest Nicholson customers, it will ensure that all its staff, sub-contractors and operatives are aware of, and abide by, the Customer Service Principles. These Principles are outlined in the Crest Nicholson Supply Chain Code of Conduct, which will be available during the term of this Agreement from Crest Nicholson's website: at www.crestnicholson.com/legal-information/supply-chain

15. Force Majeure

15.1 If either party is affected by Force Majeure it will immediately notify the other party in writing of the matters constituting the Force Majeure. It will also keep the other party fully informed of any relevant change of circumstances whilst such Force Majeure continues.

15.2 Save as provided in Clause 15.3, Force Majeure will not entitle either party to terminate this Agreement. Neither party will be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

15.3 If the Force Majeure continues for longer than one (1) week, Crest Nicholson may terminate this Agreement at any time whilst such Force Majeure continues.

16. Relationship of the Parties

16.1 The relationship between the parties will be that of two independent contractors. Nothing contained in this Agreement will render any party (nor either party's employees) an employee, worker, agent or partner of the other. Neither party will hold itself out as such.

17. Indemnities

17.1 The Manufacturer will indemnify Crest Nicholson and its personnel and agents against, and be liable for, any: claims (whether for actual or consequential loss), demands, proceedings, damages, costs, loss, charges or liabilities arising from or incurred in connection with any breach of the Manufacturer's obligations under this Agreement.

18. Assignment

18.1 The Manufacturer may not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without Crest Nicholson's prior written consent.

19. Code of Conduct

19.1 At all times, the Manufacturer, its employees, agents, representatives and sub-contractors will maintain high ethical standards and adhere to, and act in accordance with, Crest Nicholson's Supply Chain Code of Conduct (as amended and updated from time to time). A copy of the latest version will be available during the term of this Agreement from Crest Nicholson's website at: <http://www.crestnicholson.com/legal-information/supply-chain>

19.2 Any breach by the Manufacturer, its employees, agents, representatives, sub-contractors and suppliers (whether with or without the Manufacturer's knowledge) of the Supply Chain Code of Conduct will be deemed to be a material breach of this Agreement for the purpose of Clause 6.

20. Bribery

20.1 Additional capitalised terms in this clause will have the meaning given to them in the Bribery Act, unless otherwise defined in this Agreement.

20.2 The Manufacturer warrants that it has not at any time prior to the date of this Agreement:

- (a) committed a Bribery Offence; or
- (b) been formally notified that it is subject to an investigation or prosecution that relates to an alleged Bribery Offence.

20.3 The Manufacturer undertakes that, during the term of this Agreement, neither it nor its Associated Persons will:

- (a) engage in any activity, practice or conduct that could constitute a Bribery Offence; or
- (b) do or permit anything to be done that would cause Crest Nicholson or any of Crest Nicholson's employees, sub-contractors or agents to contravene any section of the Bribery Act, or otherwise incur any liability relating to the Bribery Act.

20.4 The Manufacturer undertakes that, during the term of this Agreement, it and any Associated Persons will:

- (a) on receipt of a written request from Crest Nicholson, repeat the warranties set out in Clause 20.2 above;
- (b) comply with all obligations arising out of the Bribery Act; and
- (c) comply with Crest Nicholson's Anti-Bribery and Corruption Policy as amended, superseded and replaced from time to time. A copy of the latest version will be available during the term of this Agreement on Crest Nicholson's website at: <http://www.crestnicholson.com/legal-information/supply-chain>

20.5 The Manufacturer will notify Crest Nicholson immediately if it becomes aware, or has reason to believe that it has, or any of its Associated Persons have, breached any of the Supplier's obligations under this Clause 20.

21. Right to Work

21.1 The Manufacturer warrants to Crest Nicholson that all its personnel or agents have the legal right to work in the United Kingdom and that the Manufacturer has seen, and has copies of, appropriate documentation to prove that right.

22. Modern Slavery Act

22.1 In performing its obligations under this Agreement, the Manufacturer will, and will ensure that any of its employees will, comply with all applicable laws, statutes, and regulations in force relating to the Modern Slavery Act 2015. The Manufacturer represents, warrants and undertakes that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015.

22.2 The Manufacturer will take reasonable steps to ensure that there is no modern slavery in any part of its own business or supply chain.

22.3 The Manufacturer warrants that it has not any time prior to the date of this Agreement:

- (a) been convicted of any offence involving slavery; or
- (b) been formally notified that it is subject to an investigation or prosecution regarding any offence or alleged offence of, or in connection with, slavery.

23. Records and Audit

23.1 The Manufacturer will for a period of at least 12 years from the date of this Agreement maintain accurate, up-to-date and complete records (in a form suitable for inspection) relating to the performance of its obligations under this agreement.

23.2 The Manufacturer will submit to Crest Nicholson within 14 days of a request, such information, records, monthly management accounts or documents (redacted for any sensitive commercial information) in its possession or control that Crest Nicholson reasonably requests.

23.3 In each case that Crest Nicholson makes a request in accordance with Clause 23.2 it will be for the purpose of auditing any information supplied to Crest Nicholson under this Agreement, or verifying the Manufacturer's compliance with its obligations under this Agreement.

24. General

24.1 This Agreement sets out the terms and conditions upon which Crest Nicholson will provide the

Introductory Services to the Manufacturer. No other terms or conditions endorsed, delivered or contained in any acknowledgement, specification or other document provided by the Manufacturer will form part of the Agreement. The Manufacturer waives any right that it might otherwise have to rely on such terms and conditions.

- 24.2 Any person who is not a party to this Agreement will not have any rights (whether under the Contracts (Rights for Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement.
- 24.3 If any clause or part of any clause of this Agreement is found by any court or administrative body of competent jurisdiction to be void or unenforceable for any reason, that clause or that part of any clause will be deemed to be deleted from this Agreement. The parties may agree to substitute that clause with a new clause, which will, as far as possible, retain the original intention of the parties. In such an event, the remaining provisions of this Agreement will continue to have full force or effect.
- 24.4 No purported alteration or variation of this Agreement will be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the parties to this Agreement.
- 24.5 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party will not be construed as a waiver of any later breach of the same or other provisions, nor will any delay or omission on the part of either party to exercise or enforce any right, power or privilege that it has or may have under this Agreement operate as a waiver of such right, power or privilege.
- 24.6 Any notices sent under this Agreement must be in writing. The notices may be served by personal delivery or by sending the notice by special delivery at the address given in the front sheet (or any other address the relevant party may give for the purpose of serving notices under this Agreement). Every notice will be deemed to have been served upon delivery if served by hand. If delivered by special delivery, it will be at the expiration of two (2) Business Days after despatch of the notice.

25. Governing Law

- 25.1 This Agreement and any claim or dispute arising out of, or in connection with, it (whether contractual or non-contractual in nature, such as claims in tort from breach of statute or regulation or otherwise) will be governed by and interpreted exclusively in accordance with English Law and the exclusive jurisdiction of the English Courts.