

# Terms & Conditions

**Version:** 2.0

**Effective Date:** 1 August 2026

**Last Updated:** 30 July 2026

These Business Terms & Conditions apply to all Orders entered into on or after the Effective Date.

These Terms explain how Unlimited Potential supplies its consultancy, training, recruitment, coaching and technology services to business customers. They form part of every Order unless otherwise agreed in writing.

## 1. About These Terms

### 1.1 Application

These Business Terms & Conditions ("Terms") govern the supply of Services by Unlimited Potential Group Ltd, a company incorporated in England and Wales (company number 16233711) ("Unlimited Potential", "we", "us" or "our"), to the business customer identified in the applicable Order ("Client", "you" or "your").

These Terms apply to all Services supplied by Unlimited Potential unless expressly agreed otherwise in writing.

These Terms apply only where the Client is acting wholly or mainly for purposes relating to its trade, business, craft or profession. They do not apply to consumers purchasing Services for personal use.

### 1.2 Formation of the Agreement

A legally binding Agreement is formed when the earliest of the following occurs:

- a. an Order is signed by both parties;
- b. the Client accepts an Order in writing;
- c. the Client completes an online business booking or purchase;
- d. the Client instructs Unlimited Potential in writing to commence the Services; or
- e. Unlimited Potential commences the Services at the Client's request.

By entering into an Agreement, the Client confirms that it has read, understood and agrees to be bound by these Terms.

### 1.3 Authority

The person entering into an Agreement on behalf of the Client warrants that they have full authority to bind the Client.

Unlimited Potential shall be entitled to rely upon that authority unless notified otherwise in writing before the Agreement is formed.

### 1.4 Contract Documents

The Agreement consists of the following documents, listed in order of precedence:

1. the applicable Order;
2. any Statement of Work expressly incorporated into the Order; and
3. these Terms.

If there is any inconsistency between the documents forming the Agreement, the document appearing earlier in the above order shall prevail to the extent necessary to resolve that inconsistency.

Together, these documents constitute the entire agreement between the parties relating to the Services and supersede all prior proposals, quotations, negotiations, discussions, representations and understandings, whether written or oral.

Each party acknowledges that, in entering into the Agreement, it has relied only upon the terms expressly set out within the Agreement.

Nothing in this Clause limits or excludes liability for fraud or fraudulent misrepresentation.

### 1.5 Version of these Terms

The version of these Terms in force on the Effective Date shall apply to the relevant Agreement.

Any amendment to these Terms published after the Effective Date shall apply only to future Agreements unless both parties expressly agree in writing that the amended Terms shall apply to an existing Agreement.

## 2. Definitions

In these Terms, unless the context otherwise requires, the following definitions apply:

- **Agreement** means the contract between Unlimited Potential and the Client comprising the applicable Order, any Statement of Work and these Terms.
- **Business Day** means any day other than a Saturday, Sunday or public holiday in England on which banks in London are open for business.
- **Client Materials** means any information, data, documentation, branding, software, systems or other materials provided by the Client for the purposes of the Services.
- **Confidential Information** means any information disclosed by either party which is identified as confidential or which would reasonably be regarded as confidential by its nature.
- **Deliverables** means any reports, documentation, playbooks, training materials, software configurations, recommendations or other outputs expressly identified in an Order or Statement of Work.
- **Effective Date** means the date on which the Agreement is formed in accordance with Clause 1.2.
- **Fees** means the charges payable by the Client for the Services as set out in the applicable Order.
- **Intellectual Property Rights** means all copyright, database rights, design rights, patents, trade marks, trade secrets, know-how and all other intellectual property rights, whether registered or unregistered, anywhere in the world.
- **Order** means the commercial document agreed between the parties describing the Services, Fees and any special terms. An Order may take the form of an Order Form, accepted Proposal, Quotation, Booking Confirmation or any other written agreement accepted by the parties.
- **Services** means the consultancy, recruitment, training, coaching, technology, implementation, advisory or other professional services supplied by Unlimited Potential under the Agreement.

- **Statement of Work** or **SoW** means a document forming part of an Order which provides additional detail regarding the scope, Deliverables, milestones, assumptions or acceptance criteria for particular Services.
- **Supplier Materials** means all methodologies, frameworks, templates, software, AI assets, documentation, learning content, technologies, know-how and other intellectual property owned, developed or licensed by Unlimited Potential, excluding Client Materials.

Unless the context otherwise requires, references to legislation include any amendment or replacement of that legislation.

## 2.2 Interpretation

Unless the context otherwise requires:

- a. words in the singular include the plural and vice versa;
- b. references to a person include companies, partnerships and other legal entities;
- c. headings are included for convenience only and do not affect interpretation;
- d. references to legislation include any amendment, replacement or re-enactment; and
- e. references to writing include email unless expressly stated otherwise.

## 3. Services

### 3.1 Services

Unlimited Potential provides professional consultancy, training, recruitment, coaching, technology, implementation and related business services designed to support organisational growth, commercial performance and operational improvement.

The specific Services to be provided shall be set out in the applicable Order.

### 3.2 Orders

Each Order should, where applicable, specify:

- the Services to be provided;
- the Deliverables;
- the Fees;
- payment terms;
- delivery dates or milestones;
- the duration of the Services; and
- any special commercial terms.

Where additional project detail is required, the parties may agree a Statement of Work. Once agreed in writing, the Statement of Work forms part of the Agreement.

### 3.3 Scope

Unlimited Potential may determine the manner, methodology, personnel, technologies and sequence used to perform the Services unless expressly stated otherwise in the applicable Order.

Any work outside the agreed scope shall require a written variation in accordance with Clause 3.7.

### **3.4 Assumptions**

Unless expressly agreed otherwise in the applicable Order, Unlimited Potential may determine the manner, methodology, personnel, technologies, systems and sequence used to perform the Services, provided that this does not materially reduce the agreed scope or quality of the Services.

Where those assumptions materially change, Unlimited Potential may propose corresponding changes to the Fees, scope, delivery dates or resource requirements in accordance with Clause 3.7.

### **3.5 Delivery**

Unlimited Potential shall:

- perform the Services with reasonable care, skill and diligence;
- use appropriately qualified personnel;
- comply with applicable laws relevant to the Services; and
- use reasonable endeavours to deliver the Services in accordance with the agreed timetable.

Unless expressly stated otherwise, delivery dates are estimates only and time shall not be of the essence.

Unless expressly agreed otherwise in the applicable Order, Unlimited Potential may determine the manner, methodology, personnel, technologies, systems and sequence used to perform the Services, provided that this does not materially reduce the agreed scope or quality of the Services.

### **3.6 Client Responsibilities**

The Client shall:

- provide all information, materials and access reasonably required for the Services;
- ensure appropriate personnel are available to participate where necessary;
- make decisions and approvals within agreed timescales; and
- cooperate with Unlimited Potential in good faith throughout the engagement.

Unlimited Potential shall not be responsible for any delay or additional cost arising from:

- delayed Client approvals;
- unavailable personnel;
- inaccurate information;
- third-party suppliers; or
- circumstances outside its reasonable control.

### **3.7 Acceptance**

Where Deliverables are subject to acceptance, the Client shall review them within ten (10) Business Days unless a different period is specified in the applicable Order.

If the Client reasonably believes that a Deliverable does not materially conform to the agreed acceptance criteria, it shall notify Unlimited Potential in writing, providing reasonable details of the issue.

Unlimited Potential shall use reasonable endeavours to remedy any confirmed non-conformance within a reasonable time.

If no notice is received within the applicable acceptance period or there is use of a Deliverable in production or live operation, the Deliverable shall be deemed accepted.

Acceptance does not prevent the Client from notifying Unlimited Potential of any latent defect that could not reasonably have been identified during the acceptance period.

### **3.8 Changes**

Either party may request changes to the Services at any time.

Where a requested change affects the scope, Deliverables, Fees, timescales or resource requirements, Unlimited Potential may issue a written Change Request describing the proposed amendments.

No change shall become binding unless agreed in writing by both parties.

Until such agreement is reached, Unlimited Potential shall continue to deliver the Services in accordance with the existing Agreement.

## **4. Commercial Terms**

### **4.1 Fees**

The Client shall pay the Fees set out in the applicable Order.

Unless expressly stated otherwise:

- a. all Fees are stated exclusive of VAT and any other applicable taxes;
- b. expenses are excluded and will be charged separately where agreed or reasonably incurred in delivering the Services; and
- c. the Client shall reimburse any agreed third-party costs incurred specifically on its behalf.

### **4.2 Invoicing**

Unlimited Potential shall invoice the Client in accordance with the applicable Order.

Unless otherwise agreed, invoices may be issued:

- before commencement of the Services;
- upon completion of agreed milestones;
- monthly in arrears for ongoing Services; or
- immediately following delivery of one-off Services.

Electronic invoices shall satisfy all invoicing requirements under the Agreement.

### **4.3 Payment**

Invoices are payable within 14 days of the invoice date unless otherwise stated in the applicable Order.

Payment shall be made in full without deduction, withholding, counterclaim or set-off unless required by law.

Payment shall be deemed received only when cleared funds are received into Unlimited Potential's nominated bank account.

### **4.4 Deposits**

Unlimited Potential may require payment of a deposit before commencing the Services.

Unless otherwise stated in the applicable Order:

- deposits are non-refundable once resources have been allocated or work has commenced; and
- any deposit shall be credited against the final Fees payable.

#### **4.5 Late Payment**

If any invoice remains unpaid after its due date, Unlimited Potential may, without prejudice to any other rights:

- a. charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
- b. recover any applicable statutory compensation and debt recovery costs;
- c. suspend all or part of the Services;
- d. withhold Deliverables, licences or access to work completed; and
- e. require payment in advance for any future Services.

The Client remains responsible for all Fees incurred during any period of suspension.

#### **4.6 Suspension**

Unlimited Potential may suspend the Services immediately where:

- any invoice remains unpaid;
- the Client commits a material breach of the Agreement;
- continuing the Services would expose Unlimited Potential to legal, regulatory or reputational risk; or
- Unlimited Potential reasonably believes the Client is unable or unlikely to meet its payment obligations.

Where reasonably practicable, Unlimited Potential shall provide prior written notice before exercising this right.

#### **4.7 Fee Reviews**

For Agreements lasting longer than twelve (12) months, Unlimited Potential may review its Fees annually.

Any revised Fees shall apply only after giving not less than thirty (30) days' written notice.

Fee reviews shall take account of changes in operating costs, inflation, market conditions and the scope or complexity of the Services.

#### **4.8 Taxes**

The Client shall be responsible for all taxes, duties and governmental charges arising from the Services other than taxes based upon Unlimited Potential's profits.

### **5. Cancellation, Rescheduling & Termination**

#### **5.1 Cancellation by the Client**

The Client may cancel Services by providing written notice.

Where cancellation occurs after Unlimited Potential has committed resources, reserved delivery dates or commenced work, the Client shall remain liable for:

- all Services performed up to the cancellation date;
- any non-recoverable third-party costs;
- any committed resource costs reasonably incurred; and
- any applicable cancellation charges set out in the Order.

Unless otherwise stated in the applicable Order, deposits remain non-refundable.

## **5.2 Rescheduling**

Unlimited Potential will use reasonable endeavours to accommodate requests to reschedule workshops, training sessions, coaching sessions or other booked Services.

Where reasonable notice is provided, Unlimited Potential may agree to transfer the booking without additional charge.

Where insufficient notice is provided or resources cannot reasonably be reallocated, Unlimited Potential reserves the right to charge the original Fees or any additional costs reasonably incurred.

## **5.3 Termination for Convenience**

Unless the applicable Order states otherwise, either party may terminate an ongoing Agreement by giving not less than thirty (30) days' written notice.

Termination under this Clause shall not affect:

- Fees already accrued;
- work completed;
- committed costs; or
- any rights or remedies accrued before termination.

## **5.4 Immediate Termination**

Either party may terminate the Agreement immediately by written notice if the other party:

- a. commits a material breach which is incapable of remedy;
- b. commits a material breach capable of remedy and fails to remedy it within fourteen (14) days after receiving written notice;
- c. becomes insolvent, enters administration or liquidation, ceases trading or is unable to pay its debts as they fall due; or
- d. is subject to any equivalent insolvency event in another jurisdiction.

## **5.5 Consequences of Termination**

Upon termination:

- a. the Client shall immediately pay all outstanding invoices together with all Fees properly accrued up to the termination date;

- b. Unlimited Potential shall cease providing the Services unless otherwise agreed;
- c. each party shall return or securely destroy the other party's Confidential Information upon request, subject to any legal or regulatory retention requirements; and
- d. any licences or rights granted to the Client under the Agreement shall cease except where expressly stated otherwise.

## **5.6 Survival**

Termination or expiry of the Agreement shall not affect any provision which expressly or by implication is intended to survive termination, including those relating to:

- payment;
- intellectual property;
- confidentiality;
- data protection;
- liability;
- dispute resolution; and
- any accrued rights or obligations.

## **6. Intellectual Property**

### **6.1 Ownership**

Each party retains ownership of all Intellectual Property Rights that it owned or controlled before the Effective Date or develops independently of the Agreement.

Nothing in the Agreement transfers ownership of either party's Intellectual Property Rights except where expressly stated.

### **6.2 Supplier Materials**

All Supplier Materials, including methodologies, frameworks, templates, playbooks, processes, training content, software, AI assets, documentation, presentations, research, know-how and other materials created, developed, licensed or used by Unlimited Potential remain the exclusive property of Unlimited Potential or its licensors.

The Client acquires no ownership rights in any Supplier Materials.

### **6.3 Deliverables**

Subject to the Client paying all Fees due under the Agreement, Unlimited Potential grants the Client a non-exclusive, non-transferable, non-sublicensable licence to use the Deliverables solely for its own internal business purposes.

Unless expressly agreed in writing, the Client shall not:

- sell, licence or commercially exploit the Deliverables;
- create derivative works for commercial distribution;
- remove copyright or proprietary notices;
- make the Deliverables available to third parties; or
- reproduce the Deliverables other than for its own internal use.

## **6.4 Client Materials**

The Client retains ownership of all Client Materials.

The Client grants Unlimited Potential a non-exclusive licence to use, copy, modify and process the Client Materials only to the extent reasonably necessary to perform the Services.

The Client warrants that it has all rights necessary to provide the Client Materials and indemnifies Unlimited Potential against any third-party claims arising from their use.

## **6.5 Feedback and Improvements**

Unlimited Potential may freely use any suggestions, feedback, recommendations or improvement ideas provided by the Client in connection with the Services, provided that doing so does not disclose the Client's Confidential Information or identify the Client without its consent.

## **6.6 General Know-How**

Nothing in the Agreement prevents Unlimited Potential from using the general knowledge, experience, skills, methodologies and techniques acquired while performing the Services, provided that doing so does not breach the Client's Confidentiality obligations or infringe the Client's Intellectual Property Rights.

# **8. Non-Solicitation**

## **8.1 Non-Solicitation**

During the Agreement and for twelve (12) months following its termination or expiry, neither party shall knowingly solicit for employment or engagement any employee or contractor of the other party who has been materially involved in the provision or receipt of the Services without the other party's prior written consent.

This restriction shall not apply where recruitment results from:

- a. general advertising;
- b. recruitment agencies acting independently;
- c. unsolicited applications; or
- d. approaches not specifically targeted at the individual.

# **7. Confidentiality**

## **7.1 Confidential Information**

Each party shall keep the other party's Confidential Information confidential and shall use it only for the purposes of performing or receiving the Services.

Neither party shall disclose Confidential Information to any third party except:

- to its employees, contractors, professional advisers or insurers who have a legitimate need to know and are subject to equivalent confidentiality obligations;
- where disclosure is required by law, regulation or a competent authority; or
- with the prior written consent of the disclosing party.

## **7.2 Protection**

Each party shall take reasonable technical, organisational and administrative measures to protect the Confidential Information of the other party against unauthorised access, use or disclosure.

### **7.3 Exclusions**

Confidential Information does not include information which:

- a. is or becomes publicly available through no breach of the Agreement;
- b. was lawfully known to the receiving party before disclosure;
- c. is lawfully received from a third party without restriction; or
- d. is independently developed without reference to the disclosing party's Confidential Information.

### **7.4 Return or Destruction**

Upon request or termination of the Agreement, each party shall return or securely destroy the other party's Confidential Information unless retention is required by law, regulation or legitimate business record-keeping obligations.

### **7.5 Duration**

The obligations in this Clause continue for five (5) years after termination of the Agreement, except where Confidential Information constitutes a trade secret, in which case those obligations continue for so long as the information remains confidential.

## **8. Data Protection & Technology**

### **8.1 Data Protection**

Each party shall comply with all applicable data protection legislation, including the UK GDPR, the Data Protection Act 2018 and any legislation replacing or supplementing them.

Where required, the parties shall enter into a separate Data Processing Agreement.

### **8.2 Client Data**

The Client remains responsible for the accuracy, legality and integrity of all personal data and other information provided to Unlimited Potential.

Unlimited Potential shall process Client data only to the extent reasonably necessary to perform the Services.

### **8.3 Technology Platforms**

Unlimited Potential may use third-party software, cloud services, artificial intelligence tools, communication platforms and other technologies in delivering the Services.

Unless expressly agreed otherwise, such technologies may change during the Agreement provided that any replacement is reasonably suitable for delivering the Services.

### **8.4 Artificial Intelligence**

Unlimited Potential may use artificial intelligence technologies to support research, analysis, drafting, automation, administration and delivery of the Services.

Unless expressly agreed otherwise:

- AI outputs are reviewed by appropriately qualified personnel before being relied upon for delivery;
- AI is used as an assistive tool rather than a substitute for professional judgement; and
- Unlimited Potential does not warrant that AI-generated outputs will be entirely free from inaccuracies, omissions or bias.

The Client remains responsible for reviewing and approving any recommendations before implementation within its business.

The Client acknowledges that artificial intelligence technologies evolve over time and that outputs may differ despite identical instructions, data or prompts. Unlimited Potential does not guarantee consistency of AI-generated outputs across different versions of AI technologies or third-party platforms.

### **8.5 Third-Party Services**

Where the Services involve products or services supplied by third parties, Unlimited Potential shall not be responsible for:

- their availability;
- service interruptions;
- pricing changes;
- licensing changes;
- security incidents; or
- functionality outside Unlimited Potential's reasonable control.

The Client's use of third-party services remains subject to the applicable third-party terms and conditions.

### **8.6 Information Security**

Unlimited Potential shall maintain reasonable administrative, physical and technical safeguards appropriate to the nature of the Services.

Neither party guarantees that electronic communications or internet-based services will be completely secure or uninterrupted.

### **8.7 Cyber Incidents**

Neither party shall be liable for delays or failures caused by cyber-attacks, malware, ransomware, internet outages or other security events outside its reasonable control, provided it uses reasonable endeavours to mitigate their effects.

## **9. Warranties, Disclaimers & Liability**

### **9.1 Standard of Care**

Unlimited Potential shall perform the Services with reasonable care, skill and diligence, using appropriately qualified personnel and in accordance with generally accepted professional standards.

Except as expressly stated in the Agreement, no other warranties, representations or conditions apply, whether express or implied by statute, common law or otherwise.

## **9.2 Professional Judgement**

The Services are provided to support the Client's decision-making and business operations.

Unless expressly agreed otherwise in writing, Unlimited Potential does not provide legal, financial, tax, regulatory or investment advice.

The Client remains solely responsible for all commercial and operational decisions arising from or relating to the Services.

## **9.3 No Guarantee of Outcomes**

Unlimited Potential will use reasonable endeavours to help the Client achieve its objectives.

However, unless expressly stated in the applicable Order, Unlimited Potential does not guarantee:

- business performance;
- sales or revenue;
- profitability;
- recruitment outcomes;
- funding;
- commercial success; or
- any other measurable business result.

Results depend upon factors outside Unlimited Potential's reasonable control, including the Client's implementation, resources, decisions and market conditions.

## **9.4 Limitation of Liability**

Nothing in the Agreement limits or excludes liability for:

- a. death or personal injury caused by negligence;
- b. fraud or fraudulent misrepresentation;
- c. breach of confidentiality;
- d. infringement of Intellectual Property Rights; or
- e. any liability which cannot lawfully be limited or excluded.

Subject to the above, Unlimited Potential's total aggregate liability arising from or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid or payable under the applicable Order during the twelve (12) months immediately preceding the event giving rise to the claim.

## **9.5 Liability Cap**

Subject to Clause 9.4, Unlimited Potential's total aggregate liability arising from or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the greater of:

- a. the Fees paid or payable under the applicable Order during the twelve (12) months immediately preceding the claim; or
- b. £50,000.

## **9.6 Excluded Losses**

To the fullest extent permitted by law, Unlimited Potential shall not be liable for any indirect or consequential loss, including loss of:

- profit;
- revenue;
- opportunity;
- goodwill;
- anticipated savings;
- contracts;
- business interruption; or
- data,

whether direct or indirect, arising from the Agreement.

### **9.7 Mitigation**

Each party shall take reasonable steps to mitigate any loss arising from the Agreement.

### **9.8 Insurance**

Unlimited Potential shall maintain appropriate levels of insurance for the nature of its business, including Professional Indemnity and Public Liability insurance where applicable.

Evidence of insurance may be provided upon reasonable written request.

## **10. Marketing & References**

### **10.1 General**

Subject to the Agreement, any confidentiality obligations and any restrictions contained within the applicable Order, Unlimited Potential may identify the Client as a customer for reasonable marketing purposes.

### **10.2 Use of Name and Logo**

Unlimited Potential may use the Client's trading name and logo on its website, proposals, presentations and marketing materials solely to identify the Client as a customer.

The Client may withdraw this permission at any time by written notice, after which Unlimited Potential shall remove future references within a reasonable period.

### **10.3 Case Studies**

Unlimited Potential may prepare anonymised or Client-approved case studies describing the Services delivered and the outcomes achieved.

No Confidential Information shall be published without the Client's prior written consent.

### **10.4 Testimonials**

Where the Client voluntarily provides testimonials, reviews or endorsements, Unlimited Potential may reproduce them for marketing purposes unless the Client subsequently requests their removal.

### **10.5 Public Announcements**

Neither party shall issue any press release or public announcement concerning the Agreement which identifies the other party without prior written consent, except where disclosure is required by law or regulation.

## **11. Force Majeure & Business Continuity**

### **11.1 Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control, including:

- acts of God;
- flood;
- fire;
- pandemic;
- industrial disputes;
- cyber incidents;
- utility failures;
- government action;
- terrorism;
- war; or
- failures of telecommunications or cloud infrastructure.

The affected party shall notify the other party as soon as reasonably practicable and use reasonable endeavours to minimise the impact.

Neither party shall be required to settle any industrial dispute or litigation in order to bring a Force Majeure Event to an end.

### **11.2 Extended Force Majeure**

Where a Force Majeure Event continues for more than sixty (60) consecutive days, either party may terminate the affected Services by written notice without further liability other than payment of Fees already accrued.

### **11.3 Business Continuity**

Unlimited Potential shall maintain reasonable business continuity arrangements appropriate to the nature of the Services but does not guarantee uninterrupted availability of personnel, technology or facilities.

## **12. General Provisions**

### **12.1 Relationship**

Nothing in the Agreement creates any partnership, joint venture, employment or agency relationship between the parties.

### **12.2 Assignment**

The Client may not assign, transfer or subcontract any of its rights or obligations under the Agreement without Unlimited Potential's prior written consent.

Unlimited Potential may assign, transfer or subcontract all or part of its rights or obligations under the Agreement, including as part of any merger, acquisition, corporate restructuring or sale of its business, provided that doing so does not materially reduce the quality of the Services.

### **12.3 Notices**

Any notice under the Agreement shall be in writing and delivered by hand, recognised postal service or email to the address specified in the applicable Order or to any other address subsequently notified in writing by either party.

Notices sent by email shall be deemed received on the next Business Day following transmission unless an automated delivery failure is received.

### **12.4 Amendments**

No amendment to the Agreement shall be effective unless made in writing and agreed by both parties.

### **12.5 Waiver**

A failure or delay in exercising any right under the Agreement shall not constitute a waiver of that right.

### **12.6 Severability**

If any provision of the Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

### **12.7 Third Party Rights**

A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement.

### **12.8 Electronic Signatures**

The parties agree that electronic signatures, electronic acceptance and electronic communications may be used to enter into and administer the Agreement and shall have the same legal effect as handwritten signatures.

### **12.9 Survival**

Any provision which by its nature is intended to survive termination or expiry of the Agreement shall continue in full force and effect, including those relating to payment, intellectual property, confidentiality, data protection, liability and dispute resolution.

## **13. Governing Law & Dispute Resolution**

### **13.1 Good Faith Resolution**

The parties shall use reasonable endeavours to resolve any dispute arising from the Agreement through good faith discussions before commencing formal legal proceedings.

### **13.2 Jurisdiction**

The Agreement and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales.

Subject to Clause 13.1, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising from or in connection with the Agreement.