

# GENERAL TERMS AND CONDITIONS FOR: VAPE BOX COLLECTION SERVICES

## CLIENT'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 9.

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these general terms and conditions ("**Terms and Conditions**") words and expressions shall have the following meanings:

**"Agreement"** means the Takeback Customer Set Up Form, the Order (s) and these Terms and Conditions.

**"Business Day"** means a day (not being a Saturday or Sunday) on which banks are open for normal banking business in the City of London.

**"Collection"** means the collection of the contents of a single Container from the pre-agreed Customer location by Valpak.

**"Commencement Date"** means the date set out in the Order.

**"Confidential Information"** means any and all information relating to the Services, the Agreement or business, technical, sales, product, financial or other information relating to Valpak or the Customer or arising out of or in connection with the Agreement.

**"Container"** means the container provided by Valpak to the Customer to be filled with Vapes by the Customer.

**"Contract Term"** means the period from the Commencement Date until the termination of this Agreement in accordance with its terms.

**"Controller, Personal Data and Processing"** shall bear the respective meanings given to them in the Data Protection Law (and **Process** and **Processes** shall be construed accordingly).

**"Customer"** means the customer as stated in the Order to whom Valpak shall provide the Services in accordance with the Agreement.

**"Data Protection Law"** means the General Data Protection Regulation 2016 (Regulation (EU) 2016/679) ("**GDPR**"), the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), together with the equivalent legislation of any other applicable jurisdiction and all other applicable law, regulations, guidance and codes of conduct or practice in any relevant jurisdiction relating to the processing of personal data, cyber security and/or privacy including the guidance and codes of practice issued by the UK Information Commissioner's Office ("**ICO**"), the Article 29 Working Party, the European Data Protection Board or any relevant supervisory authority (in each case as amended from time to time).

**"Directive"** has the same meaning as in the Regulations.

**"Fees"** means the fees for the Services detailed in the Order or as otherwise agreed in writing between the parties, and shall

include the Initial Delivery Fees, the Collection Fees and the Excess Weight Fees (as defined in Clause 6.1).

**"Legislation"** means all statutes, enacting instruments, common law, delegated legislation, regulations, directives, bye-laws, codes of practice, circulars, guidance notes, decisions, recommendations and the like in the relevant Jurisdiction.

**"Maximum Weight"** means the maximum permitted weight of the contents of each Container at the point of Collection, as notified by Valpak to the Customer from time to time.

**"Order"** means the written agreement between Valpak and the Customer (which may be agreed by e-mail) that sets out, amongst other things, the Services to be provided by Valpak to the Customer and the locations that Collections will take place from.

**"Regulations"** means the Waste Electrical and Electronic Equipment Regulations 2006 in force in the United Kingdom or such other legislation that is transposed into UK law to implement the Directive.

**"Takeback Customer Set up Form"** means the "Takeback Customer Details Form" in the form provided by Valpak and completed by the Customer.

**"treatment"** has the same meaning as in the Regulations; and **"treated"** shall be construed accordingly.

**"Services"** means the provision of one or more Container, and the Collection and disposal of the Vapes contained therein as more particularly described in the Order.

**"Valpak"** means Valpak Limited (company number 07688691) whose registered office is at Unit 4 Stratford Business Park, Banbury Road, Stratford-upon-Avon 7GW.

**"Vape"** means an e-cigarette, disposable vape, or other similar electrical device allowing the inhalation of nicotine as a vapour (and **"Vapes"** shall be construed accordingly).

**"WEEE"** has the same meaning as in the Regulations.

1.2 Any reference in these Terms and Conditions to any statute or statutory provision or subordinate legislation will (unless the context otherwise requires) be construed as a reference to that statute, statutory provision or subordinate legislation as amended, consolidated, modified, extended, re-enacted or replaced from time to time in the specified Jurisdiction including as a result of the United Kingdom's withdrawal from the European Union by virtue of Article 50 of the Treaty of the European Union.

1.3 Clause headings are for ease of reference only and shall not be taken into account in construing these Terms and Conditions.

1.4 Any phrase in these Terms and Conditions introduced by the terms **including, include,**

**in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 A reference to **writing** or **written** includes faxes and e-mails.

### 2 BASIS OF AGREEMENT

2.1 This Agreement shall commence on the date the Customer returns a signed and completed Takeback Customer Set up Form to Valpak.

2.2 In case of a conflict between any documents or provisions contained in the Agreement, it shall be resolved by applying those documents or provisions in the following order of precedence (prevailing document first):

2.2.1 the Order; and

2.2.2 these Terms and Conditions.

2.3 These Terms and Conditions (and the Order) are the only terms upon which Valpak is prepared to deal with the Customer and they shall govern the Agreement to the entire exclusion of all other terms and conditions.

2.4 No terms or conditions (other than these Terms and Conditions) endorsed upon, delivered with or contained in the confirmation of order or other document (whether or not any such document is referred to in the Agreement) or any other terms that the Customer seeks to impose or incorporate will form part of the Agreement.

### 3 ORDERING PROCESS

3.1 Following commencement of this Agreement, Valpak shall deliver the Container(s) to the agreed Customer's location(s) as specified in the Order, and the Customer shall ensure that appropriate access and personnel is made available at such locations to enable Valpak to deliver the Container.

3.2 When the Customer requires Collection of the contents of a Container, the Customer shall contact Valpak at [info@valpak.co.uk](mailto:info@valpak.co.uk) or via 03450682572 to request a date for Collection of the contents of a Container. Valpak shall provide an estimated collection date, which shall be at least three (3) Business Days following the date of contact from the Customer.

3.3 The Customer shall make the Container available to Valpak to enable it to collect its contents from the agreed location and on the agreed day for Collection. The Customer shall ensure that, on the agreed day: (i) the Container is located so as to enable Valpak to collect it; and (ii) it has sufficient personnel available to assist Valpak in carrying out the Collection. Valpak shall not be responsible for any delays in collecting the contents of a Container arising as a result of the Customer failing to locate the Container in an accessible location.

3.4 Valpak shall use reasonable endeavours to attend to collect the contents of a Container on the agreed day, but the parties

Document number	532777-643678809-1556
Review Date	January 2024

- acknowledge that time will not be of the essence for Collection of the contents of the Containers.
- 3.5 When contacting Valpak to arrange Collection pursuant to Clause 3.2, the Customer shall inform Valpak as to whether it requires a replacement or additional Container. If a replacement or additional Container is requested, it shall be delivered to the Customer at the same time as, or as soon as reasonably practicable after, the contents of the existing Container are collected pursuant to Clause 3.2. Valpak shall invoice the Customer for such replacement Containers in accordance with clause 6.1.1 prior to delivery of the Container(s).
- 3.6 Ownership of and risk in the Container(s) shall pass to the Customer upon delivery of the Container to the Customer.
- 3.7 Ownership of and risk in the contents of the Container(s) shall pass to Valpak upon Collection by Valpak.
- 3.8 Valpak shall weigh each Container upon Collection to determine whether or not the Container has exceeded the Maximum Weight. Valpak's determination of whether the contents of a Container have exceeded the Maximum Weight shall be final.
- 4 PROVISION OF THE SERVICES**
- 4.1 Valpak agrees to provide the Services using all reasonable skill and care and in accordance with the Order and these Terms and Conditions in all material respects.
- 4.2 Valpak shall use all reasonable endeavours to meet any performance dates specified in the Order.
- 5 CUSTOMER'S OBLIGATIONS**
- 5.1 Notwithstanding the Services provided by Valpak pursuant to this Agreement, the Customer will remain fully responsible for all its responsibilities under the Regulations, under any applicable Legislation or otherwise. The Customer warrants that it shall comply with the Regulations and shall indemnify Valpak from and against all demands, claims, liabilities, losses, damages, costs and expenses whatsoever arising in relation to or in connection with any breach by the Customer of the Regulations.
- 5.2 The Customer agrees to cooperate with Valpak in the performance of the Services and to give Valpak such assistance as Valpak may reasonably require in relation to the Agreement to facilitate Valpak in providing the Services.
- 5.3 The Customer shall comply with all instructions given by Valpak relating to the use of the Container, and Valpak reserves the right to refuse to collect the contents of any Containers where it considers that the Customer has not done so.
- 5.4 Customer shall ensure that:
  - 5.4.1 the Containers contain only undamaged Vapes that are suitable for treatment, in accordance with the requirements of the Order;
  - 5.4.2 that the Containers do not contain any items (including any forms of WEEE) other than Vapes; and
  - 5.4.3 that the Containers are located in such a location that they cannot be accessed by children, and such that they could not reasonably be confused with a battery recycling container by a member of the public.
- 5.5 Valpak will not check the contents of Containers prior to their delivery to treatment sites, and the Customer shall be fully liable for and shall indemnify Valpak from and against any costs, losses, damages or expenses incurred by Valpak or any third party as a result of the contents of any Container.
- 5.6 Valpak shall be entitled to treat repeated breaches of clauses 5.3 or 5.4 as a material breach of this Agreement.
- 5.7 Customer shall use all reasonable endeavours to arrange a Collection prior to the contents of a Container exceeding the Maximum Weight.
- 5.8 The Customer acknowledges and agrees that provision of the Services are contingent on and subject to the Customer complying with the obligations set out in clauses 3.3 and 5.2 and that Valpak shall (subject to clause 9.1) have no liability to the Customer in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any failure to provide any part or parts of the Services that arises as a result of failure by the Customer to comply with such obligations, and Valpak reserves the right to charge the Customer for any additional costs reasonably incurred by Valpak as a result of such failure.
- 6 FEES**
- 6.1 Unless agreed otherwise between the Customer and Valpak in the Order, the Fees payable for the Service comprise the following elements:
  - 6.1.1 an initial fee for the delivery of each Container(s) ("**Initial Delivery Fee**")
  - 6.1.2 a fee charged per Collection ("**Collection Fee**"); and
  - 6.1.3 a fee charged for any Container that exceeds the specified Maximum Weight on Collection ("**Excess Weight Fee**").
- 6.2 Valpak shall, unless stated otherwise in the Order, invoice the Customer:
  - 6.2.1 prior to delivery of Container(s) (including any replacement or additional Containers ordered pursuant to clause 3.5) for the applicable Initial Delivery Fee;
  - 6.2.2 prior to each Collection for each Collection Fee; and
  - 6.2.3 following each Collection for any Excess Weight Fee (if applicable).
- 6.3 All sums payable by one party to the other shall be paid in accordance with the Order.
- 6.4 If any sum payable by the Customer to Valpak under the Agreement remains unpaid for more than 30 days from the due date for payment, then Valpak may (at its sole discretion) charge the Customer interest on such invoice at the rate of 2% (two per cent) per annum above Bank of England's base rate from time to time. Such interest to be calculated on a daily basis from the date upon which the invoice became due until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 6.5 Valpak may suspend its provision of the Services during any period in which any undisputed payments from the Customer are overdue.
- 6.6 Unless otherwise agreed between Valpak and the Customer in writing, the Fees shall be Valpak's standard fees for the Service as determined by Valpak from time to time, and notified to the Customer:
  - 6.6.1 (in respect of the Initial Delivery Fee) at the time that the Container(s) is requested by the Customer; and
  - 6.6.2 (in respect of the Collection Fee) at the time that the Customer requests a Collection.
- 6.7 All sums payable in accordance with the Agreement are exclusive of value added tax and any other sales or similar taxes, which shall be added to such sum to the extent applicable from time to time.
- 7 CHANGES**
- 7.1 The Customer acknowledges and agrees that the Fees are calculated on the basis of the legislative and regulatory position relating to the disposal of Vapes as at the date of this Agreement. The Customer further acknowledges that any change in the legislative or regulatory position could have a material impact on the Fees, and potentially render the Services no longer economically viable for Valpak to provide.
- 7.2 In the event of any change in Legislation, the Regulations, or any guidance in respect of the same issued by a governmental or regulatory body, where such change has a material impact on Valpak's provision of the Services, Valpak may on written notice to the Customer, in its sole discretion either:
  - 7.2.1 increase the Fees to reflect the increase in the cost to Valpak of continued provision of the Services;
  - 7.2.2 terminate this Agreement immediately on written notice to the Customer, and collect all Container(s) still in the Customer's possession as at the date of termination; or
  - 7.2.3 terminate this Agreement immediately on written notice to the Customer, without any obligation to collect any Container(s) still in the Customer's possession as at the date of termination, possession of which shall transfer to the Customer immediately on termination.
- 8 CONFIDENTIALITY**
- 8.1 Each party shall not without the other party's prior written consent (and shall procure so far as it is able that each of its directors, officers and employees and group companies shall not) at any time (whether before or after the termination for whatever reason of the Agreement) divulge or communicate to any person other than as is reasonably necessary for the purpose of conducting its business, any Confidential Information except to the extent to which:
  - 8.1.1 such information can be shown to be (other than through any unauthorised disclosure by it or any of its directors, officers or employees) within the public domain on a non-confidential basis; or
  - 8.1.2 it is required by Legislation or by any court or by any appropriate agency or any governmental body but only to this extent and for the avoidance of doubt such information shall otherwise remain confidential; or

Document number	532777-643678809-1556
Review Date	January 2024

- 8.1.3 Valpak is required to disclose Confidential Information of the Customer to third parties (including any appropriate agency, governmental authority or service provider) in order for Valpak to provide the Services.
- 8.2 For the avoidance of doubt, all information contained within the Deliverables produced by Valpak under the terms of this Agreement shall be deemed to be confidential and shall be treated by the parties in accordance with clause 8.1. In addition, Customer shall not supply or otherwise provide any of the Deliverables (or any part thereof) to any third party without the prior written consent of Valpak.
- 8.3 The provisions of this clause 8 shall continue in force notwithstanding termination of the Agreement howsoever caused.
- 9 LIABILITY**
- CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CLAUSE 9**
- 9.1 Nothing in the Agreement shall exclude or limit either party's liability for:
- 9.1.1 death or personal injury resulting from its own negligence, or the negligence of its employees, agents or subcontractors;
- 9.1.2 fraud or fraudulent misrepresentation; or
- 9.1.3 for breach of the terms (if any) implied by section 2 of the Supply of Goods and Services Act 1982.
- 9.2 Subject to clause 9.1, neither party shall under any circumstances whatsoever be liable to the other party whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or damage suffered or incurred by the other party (or the other party's employees, agents, sub-contractors or any third party) (even if the loss or damage is reasonably foreseeable or the possibility of such loss or damage occurring has been advised) arising from: (a) loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; (b) loss of data or use of data; and/or (c) consequential, special or indirect loss or damage (collectively meaning those losses recoverable under the second limb of the rule in *Hadley v Baxendale (1854) 9Ex341*).
- 9.3 Subject to clauses 9.1 and 9.2 Valpak's total aggregate liability to the Customer in respect of all losses arising out of or in connection with the Agreement or its subject matter shall not exceed 100% of the Fees paid by the Customer in the first 12 months of this Agreement.
- 9.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 9.5 The provisions of this clause 9 shall survive the expiry or the termination of the Agreement for whatever reason.
- 10 TERM AND TERMINATION**
- 10.1 The Agreement shall commence on the Commencement Date and shall, subject to the terms of the Agreement, continue for as long as the Customer has one or more Containers in its possession or control.
- 10.2 Either party may terminate the Agreement at any time on giving 30 days' prior written notice to the other party.
- 10.3 Without limiting its other rights or remedies, Valpak may terminate the Agreement with immediate effect by giving written notice to the Customer if:
- 10.3.1 the Customer is in material and/or persistent breach of the Agreement and (where the breach is remediable) fails to remedy such breach (to the reasonable satisfaction of the party giving such notice) within 30 days of being notified in writing of the breach;
- 10.3.2 the Customer is subject to an insolvency event; or
- 10.3.3 the Customer fails to pay any amount due under the Agreement within thirty (30) days of the due date for payment;
- 10.3.4 Valpak is unable to provide the Services due to a change in Legislation.
- 11 CONSEQUENCES OF TERMINATION**
- 11.1 On termination of the Agreement for any reason:
- 11.1.1 the Customer shall immediately pay to Valpak:
- a) all of Valpak's outstanding unpaid and undisputed invoices and interest; and
- b) in respect of Services supplied but for which no invoice has been submitted, Valpak shall submit an invoice, which shall be payable by the Customer immediately on receipt. For the avoidance of doubt, the Customer shall not be entitled to a refund of any sums paid by the Customer to Valpak prior to termination of the Agreement;
- 11.1.2 the Customer shall immediately contact Valpak to arrange for Collection of any Containers still in the Customer's possession or control, and the terms of this Agreement shall remain in force in relation to such Containers until they are collected, or are deemed to be lost by Valpak (in its sole discretion), and the provisions of clause 3.6 shall apply in respect of such lost Containers; and
- 11.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, 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.
- 11.2 The provisions of clauses 6, 8, 9, 11 and 15, and any other clauses that expressly or by implication have effect following termination or expiry of the Agreement, shall survive termination or expiry of the Agreement.
- 12 DATA PROTECTION**
- 12.1 The parties agree and acknowledge that the only Personal Data to be shared between each party and Processed by each party in relation to this Agreement shall be the contact details of the relevant personnel of each party as necessary for each party to perform its respective obligations under this Agreement. Accordingly the parties shall each be independent Controllers of the Personal Data shared under this Agreement for the purpose of Data Protection Law.
- 12.2 Each party shall comply with applicable Data Protection Law in carrying out its obligations under this Agreement.
- 13 BRIBERY AND MODERN SLAVERY**
- 13.1 Each party shall, and that it shall procure that persons associated with it shall comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption, slavery and human trafficking, including the Bribery Act 2010 and the Modern Slavery Act 2015.
- 14 FORCE MAJEURE**
- 14.1 A party, provided that it has complied with the provisions of clause 14.3, shall not be in breach of the Agreement, nor liable for any failure or delay in performance of any obligations under the Agreement (and, subject to clause 14.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("**Force Majeure Event**"), including but not limited to any natural disaster (including fire, flood, earthquake, windstorm or adverse weather conditions); war, terrorist attack, cyber attack or similar actions; compliance with any law, any labour dispute, including but not limited to strikes, industrial action or lockouts; non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.
- 14.2 The corresponding obligations of the other party will be suspended to the same extent.
- 14.3 Any party that is subject to a Force Majeure Event shall not be in breach of the Agreement provided that:
- 14.3.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
- 14.3.2 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 14.4 If the Force Majeure Event prevails for a continuous period of more than six (6) weeks, either party may terminate the Agreement by giving fourteen (14) days' written notice to all the other party. On the expiry of this notice period, the Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Agreement occurring prior to such termination.
- 15 GENERAL**
- 15.1 Whole Agreement:**
- 15.1.1 These Terms and Conditions and the Order constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements

Document number	532777-643678809-1556
Review Date	January 2024

- between them, whether written or oral, relating to the subject matter of the Agreement.
- 15.1.2 Each party acknowledges that, in entering into the Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in the Agreement (whether made innocently or negligently) shall be for breach of contract.
- 15.1.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.2 **Assignment and sub-contracting:**
- 15.2.1 The Customer shall not at any time (without Valpak's prior written consent, such consent not to be unreasonably withheld or delayed) assign, transfer, hold on trust or sub-contract any of the Customer's rights or obligations under the Agreement or appoint any third party agent to perform such obligations.
- 15.2.2 Valpak shall not be entitled to, without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed), assign, transfer or hold on trust any of its rights or obligations under the Agreement to any third party or appoint any third party agent to perform such obligations. For the avoidance of doubt, Valpak shall be entitled to transfer the Agreement or any of its rights or obligations under it to any subsidiary or holding company of Valpak (from time to time) in its absolute discretion and the Customer shall do all such further acts, deeds and things necessary to effect such a transfer (including but not limited to executing such novation agreement as Valpak, acting reasonably, may provide to the Customer).
- 15.2.3 Valpak shall be entitled to sub-
- contract its obligations under this Agreement, and shall remain liable for any act or omission of such sub-contractors in breach of this Agreement.
- 15.3 **Notices:**
- 15.3.1 Any notice or other communication required to be given to a party under or in connection with the Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office, or sent by fax to the other party's main fax number or sent by email to the other party's email address as notified in writing from time to time.
- 15.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to in clause 15.3.1 or, if sent by prepaid first-class post or recorded delivery, on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next business day after transmission, or if by email, it shall be sufficient to show that it was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators.
- 15.4 **Variation:** Valpak may (acting reasonably) at any time and from time to time amend, modify or add to any provision of the Agreement on giving to the Customer not less than sixty (60) days' notice in writing of such amendment, modification or addition, unless such amendment, modification or addition is made by reason of any requirement of or any amendment to or pursuant to Legislation or the requirement of any relevant appropriate agency, governmental authority and/or other regulatory body in which event such amendment, modification or addition shall have effect from the date specified in the notice.
- 15.5 **Severance:** Each provision of the Agreement is severable and distinct from every other provision. If any provision of the Agreement is found by any competent court or administrative body to be illegal, invalid or unenforceable, this shall not affect the other provisions of the Agreement or remainder of the affected provision, which shall remain in full force and effect.
- 15.6 **Waiver:** A waiver of any term, provision or condition of the Agreement shall be effective only if given in writing and validly signed by the waiving party. No failure or delay on the part of either party in exercising any right, power or privilege under the Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.
- 15.7 **No partnership:** Nothing in the Agreement and no action taken by either party pursuant to the Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture, agency or any other co-operative entity.
- 15.8 **Third party rights:** No term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Agreement.
- 15.9 **Counterparts:** This Agreement may be executed in counterparts or duplicates, each of which, when executed, shall constitute an original of this Agreement and such counterparts or duplicates together shall constitute one and the same instrument. No counterpart or duplicate shall be effective until each party has executed at least one counterpart or duplicate.
- 15.10 **Governing law and Jurisdiction:** The Agreement shall be governed by and construed in accordance with the law of England. Each party agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with the Agreement.

Document number	532777-643678809-1556
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