

16/02/2023

(1) TONIES GMBH

(2) SYKE LEGAL ENGINEERING LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES



DATED [INSERT DATE]

BETWEEN

- (1) [CLIENT NAME], registered in [insert jurisdiction] (registration number [●]) whose registered office is at [insert registered address] ("Client") and
- (2) SYKE LEGAL ENGINEERING LTD, registered in England and Wales (registered number 10285816) whose registered office is at St Magnus House, 3 Lower Thames Street, London, United Kingdom, EC3R 6HE ("SYKE")

(each a "party" and together the "parties")

1. INTERPRETATION

The following definitions and rules of interpretation apply in these conditions:

1.1 Definitions

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Charges	the charges payable by the Client for the supply of the Services in accordance with clause 5 (Charges and payment).
Commencement Date	has the meaning set out in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 11.5.
Confidential Information	means all material, non-public, business-related information, written or oral, whether or not it is marked as such, that is disclosed or made available by one party to the other, directly or indirectly, through any means of communication or observation.
Contract	the contract between SYKE and the Client for the supply of Services comprised in a SOW in accordance with these Conditions.
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
Controller	has the meaning set out in section 3(6) of the Data Protection Act 2018.
Client Default	has the meaning set out in clause 4.2.
Data Protection Laws	the UK General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 as may be amended from time to time.
Data Subject	has the meaning set out in section 3(5) of the Data Protection Act 2018.

Deliverables	the deliverables produced by SYKE for the Client as set out in the SOW
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the Client's order for Services as set out in a SOW.
Personal Data	has the meaning set out in section 3(2) of the Data Protection Act 2018 and relates only to personal data, or any part of such personal data, in respect of which the Client is the Controller and in relation to which SYKE is providing Services under the Contract.
Processing and Processor	have the meaning set out section 3(4) and 3(6) of the Data Protection Act 2018.
Rate Card	SYKE's rate card which is annexed in a SOW
Services	the services, including the Deliverables, as set out in the Order.
SOW	means the statement of work annexed to these Conditions signed by the Client and the SYKE and any subsequent statement of work subject to these Conditions signed by the parties

1.2 Interpretation:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.3 A reference to **writing** or **written** includes faxes and emails.

1.3 SOW

Each SOW incorporates these terms and conditions as if they were specifically set out therein. If a SOW conflicts with these terms and conditions the SOW shall prevail. Each SOW is independent of and will have no effect on the terms of any other SOW unless otherwise agreed in the applicable SOW(s).

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

- 2.2 The Order shall only be deemed to be accepted when SYKE signs the SOW related to the same at which point, and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, descriptive matter or advertising issued by SYKE, and any descriptions or illustrations contained in SYKE's marketing materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by SYKE shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue, after which we reserve the right to revise our fees.

3. CHANGE REQUEST

- 3.1 Either party may propose changes to the scope of the SOW but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties.
- 3.2 A Change Request shall be a document setting out the proposed changes and the effect that those changes will have on:
 - 3.2.1 the Services;
 - 3.2.2 the Charges;
 - 3.2.3 the timetable for the Deliverables; and
 - 3.2.4 any of the other terms of the relevant SOW.
- 3.3 If SYKE wishes to make a change to the SOW, it shall provide a draft Change Request to the Client.
- 3.4 If the Client wishes to make a change to the SOW:
 - 3.4.1 it shall notify the SYKE and provide as much detail as SYKE reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 3.4.2 SYKE shall, as soon as reasonably practicable after receiving the information at clause 3.4.1, provide a draft Change Request to the Client.
- 3.5 If the parties:
 - 3.5.1 agree to a Change Request, they shall sign it and that Change Request shall amend the relevant SOW; or
 - 3.5.2 are unable to agree a Change Request, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 12.13.
- 3.6 SYKE may charge for the time it spends on preparing and negotiating Change Request which implement changes proposed by the Customer pursuant to clause 3.4 on a time and materials basis as per SYKE's Rate Card.
- 3.7 Notwithstanding clause 3.1, SYKE shall be entitled to payment, on a time and material basis or as agreed otherwise, if the parties have mutually agreed for SYKE to perform services which are not within the scope of Services but have failed to complete the Change Request process under clause 3.

4. SUPPLY OF SERVICES

- 4.1 SYKE shall supply the Services to the Client in accordance with the SOW in all material respects.
- 4.2 SYKE shall use all reasonable endeavours to meet any performance dates specified in the SOW, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.3 SYKE reserves the right to amend the specification, if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and SYKE shall notify the Client in any such event.
- 4.4 SYKE warrants to the Client that the Services will be provided using reasonable care and skill.

5. CLIENT'S OBLIGATIONS

- 5.1 The Client shall:
 - 5.1.1 ensure that the terms of the Order and any information it provides in the SOW are complete and accurate;
 - 5.1.2 co-operate with SYKE in all matters relating to the Services;
 - 5.1.3 where applicable, provide SYKE, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by SYKE;
 - 5.1.4 where applicable, provide SYKE with such information and materials as SYKE may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 5.1.5 comply with all applicable laws, including health and safety laws; and
 - 5.1.6 comply with any additional obligations as set out in the SOW.
- 5.2 If SYKE's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
 - 5.2.1 without limiting or affecting any other right or remedy available to it, SYKE shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays SYKE's performance of any of its obligations;
 - 5.2.2 SYKE shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from SYKE's failure or delay to perform any of its obligations as a result of a Client Default; and
 - 5.2.3 the Client shall reimburse SYKE on written demand for any costs or losses sustained or incurred by SYKE arising directly or indirectly from the Client Default.

6. CHARGES AND PAYMENT

- 6.1 Charges may be either on a fixed price basis or on time and material basis. The pricing basis will be set out in more details in the SOW.
- 6.2 Where the Charges for the Services are calculated on a time and materials basis:

- 6.2.1 the Charges shall be calculated in accordance with SYKE's Rate Card, as set out in the SOW;
- 6.2.2 where applicable, SYKE's daily fee rates for each individual are calculated on the basis of a seven-hour day from 9:00am to 5:00pm worked on Business Days; and
- 6.2.3 SYKE shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the SYKE engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the SYKE for the performance of the Services, and for the cost of any materials.
- 6.2.4 SYKE shall invoice the Client for the Services on a monthly basis for work carried out during the relevant month, save to the extent a different invoicing and payment schedule is agreed in the applicable SOW.
- 6.3 SYKE reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date at the rate of 5% plus the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 6.4 Unless the applicable SOW does not provide for any advance payment for the Services to be made by the Client, SYKE shall invoice the Client for an advance payment for the Services for the agreed percentage amount of the total price or estimated price as specified in the SOW.
- 6.5 The Client shall pay each invoice submitted by SYKE:
 - 6.5.1 within 30 days of the date of the invoice, save that any initial invoice issued for an advance payment must be paid immediately and, in any event, within 7 days of its date; and
 - 6.5.2 in full and in cleared funds to a bank account nominated in writing by SYKE,
 - 6.5.3 and time for payment shall be of the essence of the Contract.
- 6.6 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by SYKE to the Client, the Client shall, on receipt of a valid VAT invoice from SYKE, pay to SYKE such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.7 If the Client fails to make a payment due to SYKE under the Contract by the due date, then, without limiting SYKE's remedies under Clause 9, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.8 Unless agreed otherwise, all out of scope Services in the SOW will be charged on a time and material basis.
- 6.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Unless otherwise stated herein, Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by SYKE.

- 7.2 SYKE grants to the Client or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding materials provided by the Client) for the purpose of receiving and using the Services and the Deliverables in its business.
- 7.3 Any workflows and other materials that SYKE produces whilst rendering the Service to Client shall be owned by the Client.
- 7.4 The Client shall not sub-license, assign or otherwise transfer the rights granted in Clause 7.2.
- 7.5 The Client grants SYKE a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to SYKE for the term of the Contract for the purpose of providing the Services to the Client.

8. DATA PROTECTION

- 8.1 This clause 8 shall apply wherever Personal Data is given to SYKE by to the Client during the course of the Services. The Client and SYKE acknowledge that, for the purposes of the Data Protection Laws, the Client is the Controller and SYKE is the Processor in respect of any Personal Data and each party warrants that it shall comply with the Data Protection Laws in carrying out its obligations as such under this Contract.
- 8.2 SYKE shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client. In processing the Personal Data, SYKE shall:
- 8.2.1 having regard to the state of technological development and the costs of implementing any measures, have in place appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, and against accidental loss, destruction or damage to ensure a level of security appropriate to (i) the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and (ii) the nature of the data to be protected;
 - 8.2.2 ensure that its staff who have access to the Personal Data are obliged to keep it confidential;
 - 8.2.3 not process and/or transfer any personal data in or to any countries outside the UK or to any international organisation without the prior written consent of the other party;
 - 8.2.4 assist the other party in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 8.2.5 notify the other party without undue delay (and in any event within 48 hours) of becoming aware of a personal data breach;
 - 8.2.6 at the written direction of the other party, delete or return personal data and copies thereof to the other party on termination of this Contract unless required by applicable law to store the personal data;
 - 8.2.7 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or its designated auditors. Upon termination of this Contract each party shall comply with the other party's reasonable instructions as to the destruction or return of any information conveyed to it by the other party subject to any legal obligations the parties may have regarding the use of such information

8.3 SYKE may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:

8.3.1 is on terms which are substantially the same as those set out in this Contract; and

8.3.2 terminates automatically on termination of the Contract for any reason.

8.4 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or subcontractors to comply with any of its obligations under this clause 8.

8.5 The Client acknowledges that SYKE is reliant on the Client for direction as to the extent to which SYKE is entitled to use and process the Personal Data. Consequently, SYKE will not be liable for any claim brought by a Data Subject arising from any action or omission by SYKE, to the extent that such action or omission resulted directly from the Client's instructions.

9. LIMITATION OF LIABILITY

9.1 Nothing in the Contract shall limit or exclude SYKE's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, SYKE shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

9.2.1 loss of profits;

9.2.2 loss of sales or business;

9.2.3 loss of agreements or contracts;

9.2.4 loss of anticipated savings;

9.2.5 loss of use or corruption of software, data or information;

9.2.6 loss of damage to goodwill; and

9.2.7 any indirect or consequential loss.

9.3 Subject to clause 9.1, SYKE's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the total Charges paid under the applicable SOW within the 12 (twelve) month period prior to the act that gave rise to the liability.

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 Contract.

9.5 This clause 9 shall survive termination of the Contract.

10. TERMINATION

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 10.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 10.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, SYKE may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment; or there is a change of Control of the Client.
- 10.3 Without affecting any other right or remedy available to it, SYKE may suspend the supply of Services under the Contract or any other contract between the Client and SYKE if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.2.2 to clause 10.2.4 or SYKE reasonably believes that the Client is about to become subject to any of them.

11. CONSEQUENCES OF TERMINATION

- 11.1 On termination of the Contract the Client shall immediately pay to SYKE all of SYKE's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, then SYKE shall submit an invoice, which shall be payable by the Client immediately on receipt.
- 11.2 In case of suspension or early termination of the Services by the Client, the Client shall, within one (1) month, pay SYKE for all amounts representing the Services rendered and expenses until the effective suspension or termination and for all reasonable costs associated with such suspension or termination of Services.
- 11.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

12. GENERAL

- 12.1 **Force majeure**

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

12.2 Assignment and other dealings

12.2.1 SYKE may at any time assign or transfer its rights and obligations under this Contract.

12.2.2 The Client shall not assign, or transfer its rights or obligations under this Contract without the prior written consent of SYKE.

12.3 Confidentiality

12.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of 2 years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, Clients, clients or SYKEs of the other party, except as permitted by clause 11.3.2.

12.3.2 Each party may disclose the other party's confidential information:

12.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and

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

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Participation of SYKE's Affiliate

Affiliates of SYKE may participate in the Contract by entering into individual SOW and by agreeing in such SOW to be bound by the terms and conditions of the Contract. Each affiliate that participates under the Contract shall be severally and solely responsible for its own transactions, liabilities, acts, negligence, conduct, and/or responsibilities arising by reason of such affiliate's participation under the Contract. Neither SYKE nor any other affiliate shall be responsible for the transactions, liabilities, acts, negligence, conduct, and/or responsibilities of any other participating affiliate under the Contract.

12.5 Non-solicitation and employment

12.5.1 The Client shall not, without the prior written consent of the SYKE, at any time from the Commencement Date to the expiry of six (6) months after the completion of the Services, solicit or entice away from SYKE or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the SYKE in the provision of the Services.

12.5.2 Any consent given by SYKE in accordance with clause 12.5.1 shall be subject to the Client paying to SYKE a sum equivalent to 30% of the then current annual remuneration of the SYKE's employee, consultant or subcontractor or, if higher, 30% of the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.

12.6 Entire agreement

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

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

12.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

12.7 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.8 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.10 Notices

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

12.10.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 8:00am on the next Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 8:00am on the next Business Day after transmission.

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

12.11 Third party rights

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

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

12.12 Governing law

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

12.13 Jurisdiction

12.13.1 If a dispute, disagreement or claim arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, the parties shall follow the procedure set out in this clause:

12.13.1.1 the parties shall first attempt in good faith to resolve such Dispute on an informal basis within a reasonable timeframe and as far as possible avoid any formal dispute resolution;

12.13.1.2 if the parties are for any reason unable to resolve the Dispute within a reasonable timeline, either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Dispute shall be referred to the Executives of both parties who shall attempt in good faith to resolve it; and

12.13.1.3 if the Executives of both parties are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will submit it to the exclusive jurisdiction of the courts of England and Wales.

The parties have signed below in acceptance of and agreement with these Conditions which shall take effect on the date stated at the start of them. Acceptance of these Conditions by electronic signature by each of the parties shall be binding provided an industry accepted electronic signature service such as, but not limited to, DocuSign, is used.

**Signed for and on behalf of
SYKE LEGAL ENGINEERING
LIMITED:**

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Print Name:

.....

Title:

.....

Date:

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**Signed for and on behalf of
TONIES GMBH:**

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Print Name:

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Title:

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Date:

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