

## **Terms and Conditions – UK, 25 November 2024**

These General Terms and Conditions (“GTC”) govern the business relationship between PharmaLex UK Services Limited or the Affiliate in the applicable SOW (as defined below) (the “Service Provider”) and Client (the “Company”), in particular in respect of the provision of various services (the “Services”) subject to individual SOWs (as defined below). Service Provider and Company are hereinafter also referred to individually as “Party” and collectively as “the Parties”.

The basis for all service contracts between the Parties is the English version of these GTC. Versions of these GTC in other languages are for information purposes only.

### **1. Services; Obligations.**

1.1 Engagement. Company may engage Service Provider to perform the Services specified in a written statement of work, executed by the parties, substantially in the form agreed upon by the Parties (each, a “SOW”). Upon execution by the parties, each SOW shall incorporate the GTC. For the avoidance of doubt, no Services under any SOW shall include legal advice.

1.2 Statements of Work. It is the intent of the parties that the GTC shall govern each SOW, except as the parties may otherwise expressly agree in such SOW. Company agrees that Service Provider may use the services of Service Provider’s Affiliates to fulfil Service Provider’s obligations under the GTC and any SOW. Any Affiliate so used shall be bound by all of the terms and conditions applicable to Service Provider under the GTC and any SOW and entitled to all rights and protections afforded Service Provider under the GTC and any SOW, and Service Provider shall be responsible for the performance of its Affiliate. Where Service Provider uses the services of one or more Service Provider Affiliates to fulfil Service Provider’s obligations under any SOW, any and all references herein and in the applicable SOW will be read as references to Service Provider and its Affiliates that perform the Services relating to such SOW. Any Affiliate of Service Provider may, as mutually agreed upon by such Affiliate and Company, execute an SOW directly with Company. Where an SOW is entered into by a Service Provider Affiliate, any and all references herein to Service Provider will be read as references to that Affiliate. Each Service Provider Affiliate that elects to enter into its own SOW in accordance with the GTC shall be individually, severally, and solely responsible for its own transactions, conduct, actions, inactions, and liabilities arising as a result of such SOW. As used herein, “Affiliate” means, any entity that directly or indirectly controls, is controlled by or is under common control with such party. “Control,” for purposes of the definition of Affiliate, means direct or indirect ownership of greater than 50% of the voting interests of the subject entity.

1.3 Change Orders. No change to a SOW shall be implemented, whether requested by Company or Service Provider, or requested or required by any regulatory authority, unless and until the parties have executed a written amendment setting forth the implementation date of such change, the requested changes to the applicable section of the SOW, and any increase or decrease in the budget (and changes to the payment schedule) to reflect costs, expenses, fees, or savings associated with such change.

1.4 The parties recognize that in order to meet Company’s desired timetable for a project, it may be necessary in certain circumstances for Service Provider to commence providing Services in parallel with negotiations of the applicable SOW. Where this occurs, Service Provider will provide such Services as are requested in writing (email sufficing for this purpose) by Company, and Company shall pay for such Services in accordance with the GTC. Each of the parties undertakes to take all necessary steps and exercise all reasonable efforts to negotiate the terms of an SOW as soon as is reasonably possible.

1.5 Service Provider and Company agree that Service Provider shall not provide Services under any SOW in connection with business activities in, relating to, or involving the following jurisdictions that are outside the scope of Service Provider’s corporate risk policies unless specific approval is granted by Service Provider: Cuba, Iran, North Korea, and Syria.

## 2. Compensation.

2.1 Rate of Compensation. Company shall pay Service Provider as specified in the applicable SOW. Service Provider shall bear and pay all federal, state and local taxes based upon or measured by its net income, and all franchise taxes based upon its corporation existence, or its general corporate right to transact business. Any other tax, however denominated and measured, imposed upon the Services shall be paid directly by Company, or if prepaid by Service Provider, shall be invoiced to Company as a separate item and paid by Company to Service Provider. Based upon each party's own independent analysis, the parties agree that the amount of compensation payable to Service Provider for the performance of Services and specified in the applicable SOW was (or will be) negotiated in good faith and at arm's length, reflects (or will reflect) fair market value of the Services being performed and will not take into account the volume or value of referrals or business, if any, generated by the parties as a result of such Services or otherwise.

2.2 Invoices; Payment Terms. Service Provider shall submit monthly invoices (unless otherwise stated in the SOW) to Company that identify in reasonable detail the Services provided, any fees earned, and any expenses claimed hereunder (including direct expenses). Service Provider may issue multiple invoices for the same month period to accommodate multiple SOWs or multiple billing models. All undisputed amounts due under each invoice are due within fourteen (14) days of date of invoice, via wire transfer to the bank account designated by Service Provider. Each party will be responsible for its own bank charges. If any undisputed amount due is not paid on or before the due date for any reason, Company may accrue interest on such overdue amount per annum equal to the sum of the interest rate applied by the European Central Bank to its most recent main refinancing operations (or the equivalent rate set by a national central bank) and of 9 percentage points, or the highest rate permitted by applicable law, whichever is lower, on all unpaid sums, from the first day after the due day until payment in full is received as required under the SOW. If Company in good faith believes that some portion of the amount invoiced was in error or otherwise disputes any portion of the amount invoiced, Company will pay all undisputed amounts and will notify Service Provider in writing of its dispute within five (5) business days of receipt of the invoice, specifying in reasonable detail, the nature of the dispute and the portion of the invoiced amount disputed. Service Provider will respond in writing to any notice of dispute within thirty (30) days, and within thirty (30) days of resolution between the parties, Company will pay any additional amounts that were previously unpaid during the period of dispute. Resolution of any dispute that exceeds this timeframe will be addressed following the terms set forth in Section 13.2. If Company requires a Company-issued purchase order or similar documentation prior to payment of Service Provider's invoice, Company shall issue such documentation in a timely manner to ensure that Company pays Service Provider's invoices within thirty (30) days of date of invoice as required by this Section 2.2, provided, however, overdue payments caused by Company's failure to timely issue a purchase order shall be subject to the accrual of interest as set forth above.

2.3 Other Costs and Expenses. From time to time, as may be provided under an applicable SOW, Service Provider may invoice Company for reasonable and necessary out-of-pocket expenses actually incurred in providing the Services; provided, however, that any such expenses shall be invoiced by Service Provider and reimbursed by Company solely at Service Provider's actual cost for such expenses without mark-up. In addition to the foregoing, Company shall at the request of Service Provider and/or as set forth in the applicable SOW, directly pay to applicable third-party vendors reasonable and necessary costs and expenses relating to the provision of the Services.

## 3. Representations and Warranties.

3.1 Mutual Representations and Warranties. Each of the parties represents and warrants:

3.1.1 Such party is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation and has obtained all licenses and permits, if any, necessary to perform its obligations hereunder.

3.1.2 The SOW, incorporating the GTC, constitutes a valid and binding obligation of such party enforceable in accordance with its terms and neither the execution and delivery of the SOW nor the consummation of the transactions contemplated hereby constitutes a violation of, default under, or conflicts with (i) any terms of the articles of incorporation, bylaws or other organizational documents of such party or (ii) any order, judgment or decree of any court or governmental body binding upon or affecting such party.

3.1.3 In performing its obligations under an SOW, such party will materially comply with any applicable federal, state and local statute, law regulation, ordinance, rule, judgment, order, decree, or official written guidance of any governmental authority having or asserting jurisdiction over the matter in question, and in each case whether now or hereafter in effect, and as amended from time to time (“Applicable Law”). Applicable Law includes, to the extent directly applicable, the Foreign Corrupt Practices Act, the UK Bribery Act 2010, all applicable health care anti-fraud and abuse laws, all privacy and consumer protection laws, and all rules and regulations of the United States Food and Drug Administration (“FDA”) and/or the applicable regulatory agency.

3.1.4 Such party, and any of such party’s representatives (including Affiliates) performing Services hereunder is not, and shall not, be (i) excluded from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (Pub. L. 74-271, approved August 14, 1935, 49 Stat. 620) (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities); (ii) debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List) or committing any act that can lead to debarment under 21 U.S.C. 335a; or (iii) otherwise excluded from contracting in accordance with EU procurement procedures or with the federal government of the United States (see the Excluded Parties Listing System, <http://www.sam.gov/>). If either party, or any of its representatives involved in the activities contemplated by an SOW, are subsequently so debarred or excluded, such party agrees to promptly notify the other party of such debarment or exclusion.

3.1.5 Each party shall promptly notify the other of any investigation or inspection (and, periodically, of the progress thereof) by federal, state, or local regulatory representatives or other investigative actions directed to any of the Services to be provided hereunder and shall promptly keep the other reasonably apprised as to the status of such investigation(s) or inspection(s) and shall, if practicable and legally permissible, give the other party an opportunity to review any responses prior thereto.

3.2 Company Representations and Warranties. Company represents and warrants to Service Provider that, to Company’s knowledge: (i) any decisions or directions given by Company to Service Provider about the content of the Services shall conform with all Applicable Laws; (ii) as of the date that Company launches commercialization of the drug manufactured by or for Company and identified in the applicable SOW (the “Product”), Company will have received all necessary approvals, clearance, authorizations and consents required to market and commercialize the Product, including, without limitation, any approvals or consents required of or from the FDA and as otherwise required by Applicable Law; and (iii) all information provided by Company to Service Provider in connection with the Services is true, accurate and complete, and is in compliance with Applicable Law.

3.3 Service Provider Representations and Warranties. Service Provider represents and warrants to Company that Services shall be performed with qualified personnel in a competent, workmanlike and professional manner consistent with Applicable Laws and, at the time of performance, shall conform to the applicable SOW.

3.4 Limitation of Representations and Warranties. Each party makes no representations or warranties, express or implied, as to the accuracy, completeness, or reliability of any information or documentation provided by third parties. EXCEPT FOR THE WARRANTIES CONTAINED IN THIS SECTION 3, EACH PARTY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICES AND ANY DELIVERABLES HEREUNDER, INCLUDING ANY

IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.

4. Confidentiality and Privacy.

4.1 Definition. “Confidential Information” means all information disclosed by a party and/or its Affiliates (“Disclosing Party”) to the other party or its Affiliates (“Receiving Party”) in connection with the GTC and any SOWs or other schedules, exhibits and appendices thereto. It is specifically acknowledged and understood that Confidential information includes and may consist of: (a) information transmitted in written, oral, magnetic, electronic, or any other medium; (b) all copies and reproductions, in whole or in part, of any Confidential Information; and (c) all summaries, analyses, compilations, studies, notes or other records which contain, reflect, or are generated from Confidential Information. Confidential Information does not include any information that (i) is or becomes generally known to the public or is received from a third party without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, or (iii) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.

4.2 Protection. Receiving Party will (i) hold Confidential Information of the Disclosing Party in confidence and only use and reproduce such Confidential Information as necessary to fulfil its obligations pursuant to an SOW and the GTC; (ii) not disclose Confidential Information to any third party without first obtaining the express written permission of the Disclosing Party; (iii) limit any disclosure to its officers, employees or authorized agents (“Representatives”) on a need-to-know basis for purposes of fulfilling its obligations under an SOW and the GTC; and (iv) not reverse engineer, disassemble or decompile any Confidential Information provided by the Disclosing Party pursuant to an SOW and the GTC. Each party agrees that each of its Representatives with access to Confidential Information are bound by restrictions at least as restrictive as those set forth herein and that it shall be responsible for the breach by any of its Representatives of the obligations set forth herein. Each party shall promptly give notice to the other party upon learning of a breach of this Section 4. The obligations in this Section 4.2 shall not restrict any disclosure of information required by law, regulation, act or court order of any governmental authority or agency; provided that the Receiving Party (i) gives the Disclosing Party prompt notice of the contemplated disclosure, (ii) uses reasonable efforts to secure confidential treatment of any such information that is required to be disclosed and (iii) limits any disclosure to the minimum required by Applicable Law.

4.3 Relief. Each party recognizes that breach (or threatened breach) of this Section 4 may cause irreparable damage to the other party. The injured party shall have the right to seek equitable and injunctive relief for threatened or actual breach of this Section 4 in addition to any other legal remedies, and to recover the amount of damages (including reasonable attorneys’ fees and expenses) incurred in connection with misappropriation or unauthorized use of Confidential Information.

4.4 Effect of Termination or Expiration; Survival. Promptly after termination or expiration of an SOW, each party shall either return to the other party or destroy all Confidential Information of the other party, except that each party may retain a copy of such information for legal or compliance purposes. Each party’s obligations under this Section 4 shall survive for a period of five (5) years following termination or expiration of an SOW or, in the case of trade secrets, as long as such Confidential Information remains a trade secret.

5. Records; Audits. During the term of an SOW and for a period of two (2) years thereafter, or such longer period as may be required by Applicable Law, Service Provider shall maintain files and records of all Services provided to Company hereunder in sufficient detail to verify amounts paid under an SOW and to confirm that Service Provider complied with the terms of the SOW and the GTC including, without limitation, all obligations to comply with Applicable Law. During the term of an SOW and during a one (1) year period thereafter, upon at least thirty (30) days’ prior written notice (which notice shall specify the purpose of the audit and the time period to be audited) and during normal business hours, Company or its third party designee, which shall be in good faith reasonably acceptable

to Service Provider and which shall execute a confidentiality agreement with Service Provider, shall be entitled to audit the relevant books and records of Service Provider, except personnel information, that are maintained in connection with the Services; provided, however, that such audit right shall be limited to no more than once per twelve (12) month period, unless required by the applicable government agency or otherwise required for cause. Each audit shall last for a reasonable time period, shall not disrupt the normal business operations of Service Provider and shall be at the sole expense of Company. Service Provider shall not be required to disclose to Company (under this Section or otherwise) any personally identifiable information that is protected under Applicable Law. Additionally, Service Provider's records considered proprietary information as outlined in Section 6 of the GTC shall be made available for examination onsite but shall not be removed from Service Provider premises.

## 6. Proprietary Rights.

6.1 General. Subject to Section 6.2, each party will retain all right, title and interest in and to inventions, ideas, analysis, designs, concepts, data, technology, computer programming, ideas, models, processes and know-how, whether or not patented or patentable, and all patent rights, trademarks, trade names, copyrights, brands, trade secrets, trade dress rights and other proprietary rights and all applications and registrations thereon (i) owned or controlled by such party prior to the Effective Date, or (ii) developed, invented, discovered, created, conceived of, or reduced to practice by such party (whether solely or jointly by one or more parties and third parties) in the course of performing its obligations under in an SOW.

6.2 Deliverables. All reports, summaries, data and documents identified in the applicable SOW to be prepared by Service Provider and delivered to Company (the "Deliverables") for which Company has fully paid shall be owned by Company as a "work made for hire" to the fullest extent permitted by law, subject to Service Provider's ownership rights, if any, in any Non-Exclusive Developments. In no event shall Service Provider be prohibited from developing or providing similar services or materials to other clients, subject to the obligations of an SOW. The parties recognize that any work product created pursuant to an SOW requires the professional experience and skills acquired by Service Provider. Without limiting the generality of the foregoing, all proprietary systems, software, computer programming, source code, algorithms, databases and web-based applications, including but not limited to any standard operating procedures, work rules, programming, software, routines, methodologies, analytic tools, embedded logic or table structures associated therewith, that have been developed, maintained, utilized and improved by Service Provider in connection with the Services but do not exclusively relate to Company ("Non-Exclusive Developments") and any Service Provider Confidential Information shall not be transferred and are and will remain the property of Service Provider. Company shall not reverse engineer, decompile, disassemble, modify or enhance any of the Deliverables or the Non-Exclusive Developments or any part thereof or otherwise attempt to create any derivative works of any of the Non-Exclusive Developments or any part thereof, except as otherwise expressly permitted by any SOW. Upon payment in full for any Deliverables, Service Provider grants to Company a nonexclusive, royalty-free, perpetual and irrevocable license to use, reproduce, display and prepare derivative works of a Non-Exclusive Development solely to the extent that such Non-Exclusive Development is embedded in a Deliverable and then solely to the extent necessary for Company's internal use of such Deliverable related to commercialization and reimbursement of the Product as described in the applicable SOW, without a right to sublicense, and not in connection with any other purpose or product other than as set forth in the applicable SOW. Company agrees that the foregoing license, in and of itself, shall not limit Service Provider's right to free and full use of the Non-Exclusive Developments and Service Provider's other intellectual property rights therein.

6.3 Use of Parties' Names. Neither party hereto shall originate any publicity, news release, or other announcement, written or oral, relating to an SOW, the performance hereunder or the existence of an arrangement between the parties, without the prior written approval of the other party, except where such publicity, news release or other public announcement is required by Applicable Law. Notwithstanding anything to the contrary herein, (i) Service Provider may use Company's name, trade names and trademarks to provide the Services under an SOW and to identify Products in the ordinary course of Service Provider's business; (ii) Service Provider may list Company on its general lists of

clients and respond affirmatively to direct questions about whether Company is a client of Service Provider; and (iii) either party may use the name of the other party in any document filed with any governmental authority or regulatory agency to comply with Applicable Law.

## 7. Termination.

7.1 Termination. Either party shall have the right to terminate any existing SOW immediately upon written notice to the other party if an Event of Default (as defined below) has occurred with respect to the other party. Either party may terminate any SOW (unless otherwise specified in the applicable SOW) without cause with ninety (90) days' notice.

7.2 Duties upon Termination. Upon termination or expiration of an SOW, Company shall pay Service Provider for all work performed in connection with the Services and for all costs and expenses incurred hereunder (or which Service Provider has become obligated to incur) in connection with the Services.

7.3 Events of Default. Each of the following events shall constitute an "Event of Default": (a) Service Provider materially fails to perform any of the Services in accordance with the GTC and/or the applicable SOW, and such failure shall continue for a period of thirty (30) calendar days after written notice from Company; (b) Company fails to make any payment required by an SOW when due, and such failure continues for a period of thirty (30) calendar days after written notice from Service Provider; (c) either party materially fails to comply with any other obligation, liability or undertaking assumed under the GTC or an SOW, and such failure continues for a period of thirty (30) calendar days after written notice from the non-defaulting party; (d) either party shall (i) have an entry of a decree or order for relief of such party or any parent, affiliate or wholly-owned subsidiary by a court of competent jurisdiction in any involuntary case involving any such party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) file, or be the subject of a, petition in any involuntary bankruptcy case, which petition is not dismissed within ninety (90) calendar days; (iii) appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent for itself or for any substantial part of its assets or property; (iv) commence a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or (v) make any general assignment for the benefit of creditors; (e) either party shall fail to materially comply with its obligations under Applicable Law which are material to the GTC or the Services; or (f) a Force Majeure period affecting the other party's obligations has exceeded ninety (90) days.

7.4 Survival. All provisions of any SOW whose meaning requires them to survive any termination or expiration of such SOW will survive the expiration or termination of the applicable SOW.

## 8. Indemnification.

8.1 Mutual Indemnification. Each party agrees to protect, indemnify and hold harmless the other party, its Affiliates, and their respective shareholders, officers, directors, authorized agents, independent contractors and employees (collectively, the "Indemnified Party") from and against all claims, demands and actions brought or asserted by third parties, and resulting costs, expenses, liabilities, damages, taxes, losses and fees, including reasonable attorneys' fees and costs, incurred by, resulting to, or imposed on the Indemnified Party (collectively, "Claims") to the extent arising out of (i) the gross negligence, omissions or wilful misconduct of the other party (the "Indemnifying Party"), its Affiliates, or their respective officers, directors, agents, independent contractors and employees in connection with the Indemnifying Party's performance hereunder or (ii) the Indemnifying Party's breach of any of its obligations under the GTC, including without limitation the failure of any representation or breach of any warranty made by the Indemnifying Party in the GTC. This indemnity shall be limited to the extent such a Claim is due to the gross negligence, material omission or wilful misconduct of or breach of the GTC by the Indemnified Party.

8.2 Indemnification by Company. Company agrees to protect, indemnify and hold harmless Service Provider, its Affiliates, and its shareholders, officers, directors, employees, and authorized agents from and against any Claims caused by or arising out of (i) the manufacture, production, promotion, distribution, storage or use of Product (in the form as supplied to an authorized distributor by Company), or (ii) the infringement of any third party patent, copyright or trademark by the use of Product in performing Services in accordance with any SOW and/or with any directions provided by the Company. This indemnity shall be limited to the extent such a Claim is due to the gross negligence, material omission or wilful misconduct of or breach of the GTC or an SOW by the Indemnified Party.

8.3 Procedure. Upon receipt of notice of claim for liability, the Indemnified Party shall promptly notify the Indemnifying Party in writing. The Indemnifying Party will assume and conduct the legal defence related to any Claim and may control investigation, preparation, defence and settlement of any Claim, but will not settle or otherwise resolve any Claim without the Indemnified Party's prior written approval, which shall not be unreasonably delayed or withheld. The Indemnified Party's failure to promptly notify the Indemnifying Party of any Claim will only reduce the liability of the Indemnifying Party to the extent of any actual prejudice resulting from the delay. Except as may be limited by Applicable Law, each of the parties shall promptly notify the other of, and cooperate, in responding to or defending any inquiry, investigation, claim, suit or other cause of action instituted, asserted or threatened against either party and arising out of or relating to either party's obligations hereunder. The obligations of this Section 8 will survive any expiration or termination of any SOW for a period of five (5) years.

## 9. Limitation of Liability; Insurance.

9.1 No Consequential Damages. Neither Service Provider nor Company shall be liable to the other for any punitive, consequential, incidental, indirect, exemplary or special damages (including lost revenue or lost profits), whether in contract or in tort, in connection with the GTC or the Services. The foregoing does not limit either party's indemnification obligations with respect to third party claims.

9.2 Limitation of Liability. Service Provider will not be liable to Company under the GTC or any SOW for any claim for damages (whether ground in contract, tort, indemnity, otherwise), in an aggregate amount greater than the net amount invoiced by Service Provider to Company (excluding pass through costs) under an SOW during the twelve (12) months prior to the date upon which such claim arose. The foregoing does not limit either party's indemnification obligations with respect to third party claims or liability for misappropriation of intellectual property rights.

9.3 Insurance. During the term of an SOW, Service Provider shall, at its own expense, obtain and maintain commercial general liability insurance including coverage for completed operations, errors & omissions insurance and auto liability insurance, each providing protection in the amount of at least three million dollars (\$3,000,000) per occurrence and annual aggregate against any claims, suits, losses or damages arising as a result of the GTC and any SOW. Service Provider shall, at its own expense, obtain and maintain throughout the term of an SOW, workers compensation insurance (or self-insurance approved by the applicable state regulatory authority) with a minimum coverage that is consistent with state statutory limits. Service Provider will maintain cyber liability, including coverage for privacy, loss of confidential personal, business or financial information, breach of or denial of access to secure information technology systems, and similar cyber, technology and privacy risks with limits of five million dollars (\$5,000,000) per occurrence/claim. If requested, Service Provider shall provide to Company insurance certificates showing compliance with this Section 9.3. Company shall maintain during the Term and for a period of two (2) years thereafter products liability and commercial general liability insurance having a limit of not less than three million dollars (\$3,000,000) per occurrence, combined single limit (bodily injury and property damage. The required insurance for either party may be provided by a combination of primary and excess ("umbrella") policies and may be written on policies insuring multiple locations and entities. Each party's deductibles and self-insured retentions shall be at its sole discretion and responsibility.

10. Independent Contractor. Nothing contained herein shall be deemed by the parties hereto, or by any third party, as creating a relationship of employer/employee, principal/agent, or joint venture of the parties hereto; it being understood and agreed that no provision contained in the GTC nor any acts of the parties hereto shall be deemed to place Service Provider or its Representatives in any relationship with Company other than as an independent contractor. Service Provider shall not undertake to commit the Company to any course of action in relation to third persons, except as requested by the Company. Service Provider shall be fully responsible for any and all compensation, employment or income taxes or contributions, and benefits of Service Provider's employee(s).

11. Force Majeure. If either party will be delayed or prevented from the performance of any act required under an SOW or the GTC, other than payment obligations, by reason of acts of state or governmental action, orders, legislation, regulations, restrictions, riots, disturbance, pandemic, war (formally declared or undeclared), strikes, lockouts, slowdowns, prolonged shortage of energy supplies, loss of facilities or Internet or telecommunication or electrical systems, the delay of subcontractors or vendors, fire, earthquake, flood, hurricane, typhoon, explosion and accident (each, a "Force Majeure"), each not reasonably within the control of the affected party, then performance of such act will be excused for the Force Majeure period. Notice of the start and stop of any Force Majeure and its nature and expected duration will be provided to the other party promptly. If possible, the affected party will continue to perform other obligations hereunder and will use commercially reasonable efforts to resume full performance as soon as reasonably practicable.

12. Solicitation of Service Provider Employees.

12.1. Company shall not (except with the prior written consent of Service Provider or its Affiliates) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment or engagement (appointment) of Service Provider or its Affiliates any employees, freelancers and/or sub-contractors utilised in the provision of the Services or at any time during the Term or for a further period of 2 years after the termination of this Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at such individuals.

12.2. If Company or its Affiliates breach § 12.1 within two years after termination or completion of the Services, it shall compensate Service Provider by payment to it of an amount equivalent to twelve (12) months' salary or the amount equivalent to 90 working days at the corresponding hourly rate of the relevant employee, consultant or subcontractor, whichever is the greater, for each individual breach. Such compensation is to be paid to Service Provider within thirty (30) days of Company's or the Company's Affiliates appointment of the relevant employee, consultant or subcontractor.

13. Miscellaneous.

13.1 Notice. All notices hereunder shall be in writing and served by email with a copy sent via first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery, express delivery or facsimile, addressed as to agreed contacts. Either party may notify the other party in writing of a change in its notice address.

13.2 Dispute Resolution. In the event of a dispute, each party agrees to negotiate in good faith to resolve the dispute in a mutually acceptable manner within thirty (30) days. Thereafter, if any action is necessary to enforce any of the GTC or an SOW, the parties irrevocably and unconditionally consent to jurisdiction of the courts of London, UK, for any action or litigation that arises out of or relates to the GTC and any SOW, waive any objection to venue and agree to not claim any such court is an inconvenient forum. The successful party in any legal action or litigation shall be entitled to receive from the other party all costs and fees, including reasonable attorneys' fees, and the prevailing legal interest rate on all debts from the date of default.

13.3 Non-Assignment. Neither party may assign, delegate, or subcontract an SOW without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed);

provided, however, that either party may assign an SOW, upon written notice to other party, (1) to any of its Affiliates or (2) in connection with the sale of all or substantially all of the business of such party, whether by merger, sale of stock, sale of assets or otherwise. If Service Provider desires to engage the services of a subcontractor with regard to the Services, prior disclosure will be made to Company; provided, however, that Service Provider may engage subcontractors to perform administrative or technical support functions (i.e., information technology or systems, program support, finance or accounting, general administrative services) without the consent of, or notification to, Company. Service Provider shall remain legally responsible for ensuring any subcontractor's full compliance with the GTC and applicable SOW. Subject to the foregoing, the GTC and each SOW shall inure to the benefit of and be binding on any permitted successors and assigns. Any assignment not in accordance with this section shall be void.

13.4 Governing Law. The GTC and SOWs shall be construed in accordance with the laws of England and Wales (without reference to its conflicts of laws principles). Individual SOWs may be construed in accordance with laws of alternative jurisdictions as specified therein and as based on the jurisdictions of the relevant Affiliates entering into such SOWs.

13.5 Additional Terms. The GTC may only be modified in writing signed by both parties with regard to a specific SOW. No waiver of any provision hereof shall be effective unless expressly made in writing in the applicable SOW. The captions and headings in the GTC are for convenience and reference only, and shall in no way be held to explain, modify or construe the meaning of the terms herein. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.