

Suzy Ashworth

SUZY ASHWORTH IS A TRADING NAME OF LIMITLESS YOU LTD, A COMPANY REGISTERED IN ENGLAND & WALES UNDER COMPANY NUMBER 08596469 WHOSE REGISTERED OFFICE ADDRESS IS 28 LANDPORT TERRACE, PORTSMOUTH, HANTS, PO1 2RG.

STANDARD TERMS & CONDITIONS: 'SALES SCHOOL WITH SOUL' PROGRAMME

Background

These Standard Terms & Conditions, together with any documents referred to therein, set out the terms under which We will provide the 'Sales School with Soul' Programme to You. Please read these Standard Terms & Conditions carefully and ensure that You understand them before agreeing to purchase a place on the 'Sales School with Soul' Programme, and print off a copy for Your records. You will be required to read and accept these Standard Terms & Conditions when purchasing a place on the 'Sales School with Soul' Programme. If You do not agree to be bound by these Standard Terms & Conditions, You will not be able to purchase a place on, or participate in, the 'Sales School with Soul' Programme.

1. Definitions and Interpretation

In these Standard Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptance"	means Our acceptance of Your Application to take part in the Programme;
"Account"	means an account created by Us for You on the Platform through which You will be given access to the Programme Materials;
"Agreement"	means the agreement between You and Us pursuant to which We shall provide the Programme on the terms set out in these Standard Terms & Conditions;
"Application"	means Your application to take part in the Programme;
"Commencement Date"	means the date on which You enter into the Agreement with Us;
"Confidential Information"	means information which is confidential in nature or which is or may be commercially sensitive, and which is disclosed as a result of or in connection with Your participation in the Programme. Confidential Information may include (but is not limited to): <ol style="list-style-type: none">(1) information of a secret, sensitive or confidential nature which is disclosed by You to Us in the course of the Programme;(2) information of a secret, sensitive or confidential nature relating to Our business, dealings, affairs, practice, accounts, finances, trading, software or know-how, and includes the Programme Materials; and / or(3) information of a secret, sensitive or confidential nature which is disclosed in the course of the Programme by another Programme participant, whether to You individually or in the context of group discussions; and in each case, whether that disclosure is made orally or in writing, and whether or not the information is expressly stated to be confidential or marked as such.
"Data Protection Legislation"	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK; and subsequently 2) any legislation which succeeds the GDPR;
"Fees"	means the fees payable for the Programme as set out in Clause 6;

"Intellectual Property Rights"	means: (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights in or in relation to Our Confidential Information; (d) rights of the same or similar effect or nature as or to those in paragraphs (a), (b) and (c) which now or in the future may subsist; and (e) the right to sue for past infringements of any of the foregoing rights;
"Platform"	means the AccessAlly online platform accessed via Our website, through which We may release the Programme Materials to You, or such other online platform as We may use from time to time;
"Programme"	means 'the 'Sales School with Soul' Programme provided by Us to You under the Agreement;
"Programme Materials"	means any and all materials to which You may have access as a result of Your participation in the Programme (including but limited to any live or recorded coaching sessions, podcasts, audio or video files and any other recorded material delivered by Us or on Our behalf; webinars and written materials (including but not limited to workbooks, worksheets, presentations and other downloadable materials) whether in soft or hard copy;
"Term"	shall have the meaning set out in Clause 2.4;
"Us" or "We"	means Limitless You Ltd, a company registered in the United Kingdom under number 08596469, whose registered office address is at 28 Landport Terrace, Portsmouth, Hants, England, PO1 2RG; and
"You"	means the person to whom We shall provide the Programme under the Agreement.

2. Agreement and Term

- 2.1 We will provide the Programme to You on the terms set out in these Standard Terms & Conditions.
- 2.2 The Agreement shall come into force on the Commencement Date and shall continue for a period of 21 days (the "Term").
- 2.3 You understand and agree that You are entering into the Agreement with Us for purposes relating to Your business or profession, and not as a consumer within the meaning of the Consumer Rights Act 2015.

3. The Programme

- 3.1 The precise content of the Programme shall appear on Our Site and shall include:
 - 3.1.1 access via the Platform to the Programme Materials; and
 - 3.1.2 access to the Facebook group: The Quantum Success Hub
- 3.2 In providing the Programme to You, We shall be acting as an independent coaching provider. Nothing in the Agreement shall be deemed to create any:
 - 3.2.1 partnership, joint venture or agency between You and Us;
 - 3.2.2 employment relationship between You and any of Our staff; or
 - 3.2.3 other fiduciary relationship between You and Us,

other than the contractual relationship expressly provided for in the Agreement.

- 3.3 The Programme provided by Us (and any persons engaged by Us) under the Agreement will at all times be under Our exclusive supervision, direction and control.
 - 3.4 We shall make all reasonable efforts to ensure that the general description of the Programme which appears on Our Site corresponds to the actual Programme that will be provided to You. However, We reserve the right to update and / or change the precise nature and contents of the Programme from time to time, at Our sole discretion.
 - 3.5 We expect You to satisfy Yourself that the Programme will meet Your needs. We do not make any guarantee that You or Your business will obtain a particular outcome or result (financial or otherwise), professional qualification or employment or other opportunity from the Programme. Decisions as to whether and how to incorporate the principles covered in the Programme into Your personal or professional life are entirely Your responsibility.
 - 3.6 You understand that any testimonials provided on Our website do not and are not intended to represent or guarantee that any other recipient of the Programme will receive the same or similar results.
 - 3.7 You understand that the Programme is not intended to be a substitute for legal, financial, medical, tax or other professional advice, and that it is Your responsibility to seek such independent professional advice where necessary.
4. Our obligations
- 4.1 In providing the Programme to You, We shall act at all times with reasonable skill and care, consistent with prevailing standards in the business and mindset coaching industry in the United Kingdom.
 - 4.2 We shall ensure that any persons engaged by Us to provide the Programme to You have the requisite skills and experience to provide the Programme.
 - 4.3 You understand that the Programme that We provide is not exclusive to You. You acknowledge and accept that We provide the same or similar coaching services to other Programme Participants and third parties.
 - 4.4 Our obligations to You under the Agreement are limited to providing the Programme. Any request You may make for additional advice or assistance outside the scheduled group coaching sessions shall not be included in the Programme. We may at Our sole discretion decline to deal with any such request. If We do agree to deal with any such additional request under this Clause 4.4, We may impose an additional charge for Our time. Any such charge will be agreed with You in advance.
 - 4.5 We will make every reasonable effort to provide the Programme in a timely manner, at the date(s) and time(s) agreed with You. In certain circumstances, including (but not limited to) where We encounter a technical issue, there may be a delay to Your access to the Programme Materials via the Platform. We shall use all reasonable endeavours to resolve any such issues. However, We shall not be liable for any delay in the provision of the Programme or access to the Programme Materials due to circumstances which are due to technical issues which are outside Our control or to any Event Outside Our Control as described in Clause 13.
 - 4.6 We undertake that, during the course of the Agreement and after its termination, We will not disclose or use Confidential Information disclosed by You to Us in connection with Your participation in the Programme unless:
 - 4.6.1 You have given Your written consent in advance;
 - 4.6.2 the Confidential Information becomes public knowledge other than by reason of Our unauthorised disclosure;
 - 4.6.3 the Confidential Information is provided to Us by a third party without breach of any obligation to You;
 - 4.6.4 We are required as matter of law to disclose that Confidential Information;
 - 4.6.5 as a result of Your disclosure of Confidential Information to Us, We reasonably believe there to be an imminent or likely risk of harm to You or to others; or
 - 4.6.6 the Confidential Information relates to illegal activity.
5. Your obligations
- 5.1 You warrant that, by entering into the Agreement and by participating in the Programme, You will not be subject to any financial burden or financial indebtedness that You will not be able to meet.
 - 5.2 We will create an Account on Your behalf so that You may access the Programme Materials (if these are included as part of Your Programme), and will provide You with a user ID and a password (together the "Log In Details"). You agree that You will not under any circumstances

share Your Account or Your Log In Details with any other person. If You believe that Your Account or Your Log In Details are being used without Your permission, You must contact Us immediately at hey@suzyashworth.com.

- 5.3 You understand and acknowledge the importance of:
- 5.3.1 the Confidential Information and Intellectual Property Rights to Our business; and
 - 5.3.2 the importance of maintaining and preserving the confidentiality of any Confidential Information disclosed by any other Programme Participant in the course of Your Programme;

and accordingly You warrant and undertake to comply at all times with Your obligations in relation to the Confidential Information and Our Intellectual Property Rights as set out in Clauses 7 and 8 below.

- 5.4 When communicating in any way using Our Site, the Platform, any video conferencing platform that We may use during the Programme or any Facebook group to which You have access as part of the Programme, You must not communicate or otherwise do anything that:

- 5.4.1 is obscene, offensive, hateful or otherwise inflammatory;
- 5.4.2 promotes or assists in any form of unlawful activity;
- 5.4.3 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, marriage or civil partnership, pregnancy or maternity, religion or belief, nationality, disability, gender reassignment, sexual orientation or age;
- 5.4.4 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 5.4.5 is calculated or is otherwise likely to deceive;
- 5.4.6 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that You do not have a right to;
- 5.4.7 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party;
- 5.4.8 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence; and/ or
- 5.4.9 otherwise infringes the Our Website Terms of Use, the Platform, any video conferencing platform that We may use when providing the Programme and/ or Facebook.

- 5.5 We reserve the right to suspend or terminate the Programme and/ or Your access to Our Site, the Platform and/ or any Facebook group to which You have access if You materially breach the provisions of this Clause 5 or any of the other provisions of these Standard Terms & Condition. Specifically, We may, in the exercise of Our sole discretion, take one or more of the following actions:

- 5.5.1 issue You with a written warning;
- 5.5.2 take legal proceedings against You for damages and/ or reimbursement of any and all costs on an indemnity basis resulting from Your breach;
- 5.5.3 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- 5.5.4 any other actions which We deem reasonably appropriate and lawful.

- 5.6 If We suspend or terminate Your Programme as a result of Your breach of this Clause 5, no refund shall be due to in respect of the Fees (or any part thereof).

6. Programme Fees

- 6.1 In consideration for Us providing the Programme to You, You agree to pay the Fees in accordance with this Clause 6.
- 6.2 The Fees payable by You for the Programme shall be the Fees displayed on Our Site at the time of Our Acceptance. The Fees on Our Site are exclusive of VAT.
- 6.3 The Fees shall be payable in one lump sum payment via the payment gateway on Our Site.
- 6.4 Any fees charged by Your bank or Your debit or credit card provider in connection with Your payment of the Fees are for Your own account and We shall not be responsible for these.

- 6.5 You shall be responsible for all costs You incur in connection with Your access to the Programme or to the Platform, including but not limited to:
 - 6.5.1 telephone and/ or internet connection charges;
 - 6.5.2 costs of downloading and/ or printing the Programme Materials;
 - 6.5.3 transport, accommodation and subsistence expenses if you travel to participate in a live event connected with the Programme.
 - 6.6 If the Fees are not paid in accordance with this Clause 6, We reserve the right to:
 - 6.6.1 charge interest on any overdue sum at the rate of 4% per annum above the base rate of Lloyds Bank PLC from time to time. Interest under this Clause 6.6.1 will accrue from the due date for payment until the actual date of payment of the overdue sum, and is payable on demand;
 - 6.6.2 suspend Your access to the Programme until payment of all outstanding instalments (together with any interest charged under Clause 6.6.1 above) is made in full; and/ or
 - 6.6.3 terminate the Agreement, in accordance with Clause 10.1.
 - 6.7 We make all reasonable efforts to ensure that the Fees shown on Our Site are correct at the time of going online. We reserve the right to change the Fees and to add, alter or remove special offers from time to time and as necessary. Changes in the Fees will not affect the Fees payable for the Programme if You have already entered into the Agreement.
7. Confidential information
- 7.1 As a result of Your participation in the Programme, We may disclose Confidential Information to You.
 - 7.2 You may also, as a result of Your participation in the Programme, be privy to Confidential Information (including personally and/ or commercially secret, sensitive or otherwise confidential information) disclosed by or relating to other Programme Participants.
 - 7.3 You undertake that You will, at all times during the continuance of the Agreement and after its termination:
 - 7.3.1 keep secret and confidential all Confidential Information;
 - 7.3.2 not disclose (either directly or indirectly) the identity, job title or employment information relating to any other Programme participant to any other person;
 - 7.3.3 not disclose (either directly or indirectly) any information disclosed by or relating to any other Programme Participant (including but not limited to any Confidential Information) to any other person;
 - 7.3.4 not use any Confidential Information other than for the purpose of Your participation in the Programme and subject to these Standard Terms & Conditions; and
 - 7.3.5 not make any copies of, record in any way or part with possession of any Confidential Information or any information (irrespective of whether that information is secret, sensitive or confidential in nature) relating to any Programme Participant.
 - 7.4 The obligations contained in this Clause 7 shall survive the termination of the Programme and of the Agreement.
8. Intellectual property
- 8.1 All Intellectual Property Rights subsisting in the Programme Materials shall at all times remain Our exclusive property (or the property of Our licensors, as appropriate). Nothing in these Standard Terms & Conditions or in the Agreement shall vest in You any rights in the Programme Materials or any other material provided by or belonging to Us (or Our licensors, as appropriate).
 - 8.2 When We provide You with access to the Programme Materials, We will grant You a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Programme Materials for Your own use. The licence granted to You does not give You any rights in the Programme Materials (including any materials that We may licence from third parties).
 - 8.3 You may not, for the term of the Agreement and at any time after its termination:
 - 8.3.1 copy, record, reproduce, modify, rent, sell, publish, republish, sub-licence, post, broadcast, distribute, share or otherwise transmit the Programme Materials (or any part of them) or make the Programme Materials (or any part of them) available to any other person; or
 - 8.3.2 use the Programme Materials in the provision of any other course, training or coaching.

9. Cancellation by You

- 9.1 You may cancel the Agreement immediately if We have committed a material breach of the Agreement, You have given Us written notice of that breach, and We have failed to remedy the said breach within 30 days of Your notice.
- 9.2 If You wish to cancel the Agreement in accordance with Clause 9.1:
 - 9.2.1 You must inform Us by email at hey@suzyashworth.com; and
 - 9.2.2 provided We agree that You are entitled to cancel the Agreement under Clause 9.1, We shall refund You for any Fees paid in respect of Programme that You have not yet received, as at the date of Your cancellation.
- 9.3 Any refunds made under Clause 9.2 will be made using the same payment method You used when placing Your Order.
- 9.4 With the exception of the cancellation rights set out in Clause 9.1 above:
 - 9.4.1 You shall not be entitled to cancel the Agreement; and
 - 9.4.2 You shall not be entitled to a refund of the Fees (or any part thereof).

10. Our right to terminate the Agreement

- 10.1 We shall have the right to terminate the Agreement immediately if:
 - 10.1.1 You breach any of the terms of the Agreement including but not limited to:
 - 10.1.1.1 Your obligations as set out in Clause 5;
 - 10.1.1.2 Your obligation to pay the Fees (and any instalments) in full and on time, in accordance with Clause 6; or
 - 10.1.1.3 Your obligations in respect of the Confidential Information (Clause 7) and Our Intellectual Property (Clause 8);
 - 10.1.2 You cease to carry on business, are declared bankrupt or enter into an insolvency or administration procedure; or
 - 10.1.3 You have in our reasonable opinion acted in such a way as might affect Our goodwill or reputation, or our ability to deliver Programme to other clients.
- 10.2 If We terminate the Agreement under Clause 10.1:
 - 10.2.1 all outstanding Fees (including any unpaid instalments) shall immediately become due and payable by You; and
 - 10.2.2 You shall not be entitled to any refund of the Fees (in whole or in part).
- 10.3 We shall have the right to terminate the Agreement if an Event Outside Our Control occurs that continues for more than 60 days, or if We are unable to provide or continue to provide the Programme (or part of it) due to the non-availability of the necessary personnel and/ or materials, or for technical reasons.
- 10.4 We shall have the right to terminate the Agreement, at any time and for any reason, on 14 days written notice.
- 10.5 If We terminate the Agreement under Clause 10.3 or 10.4, You shall only be required to pay the Fees for the Programme that We have already provided as at the date of termination. This sum will be deducted from any refund of Fees due to You. Any refunds made under this Clause 10.5 will be made using the same payment method You used when paying the Fees.

11. Effects of cancellation or termination

- 11.1 Upon cancellation or termination of the Agreement under Clauses 9 – 10 above, for any reason:
 - 11.1.1 any outstanding Fees due from You to Us in accordance with the Agreement shall become immediately due and payable;
 - 11.1.2 the licence granted to You by Us under Clause 8.2 shall terminate immediately;
 - 11.1.3 You will cease to have access to the Programme Materials through the Platform;
 - 11.1.4 You will cease to have access to the Quantum Success Hub (if applicable) and/ or to any Facebook group associated with Your Programme;
 - 11.1.5 You undertake to destroy any soft or hard copies of the Programme Materials that are in your possession, custody or control, and to confirm to Us in writing (on our request) that You have done so;
 - 11.1.6 We shall have no obligation to return to You or remove any content contributed by You

in the course of Your participation in the Programme;

- 11.1.7 all clauses of the Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 11.1.8 termination or cancellation shall not affect any remedy which the terminating party may have in respect of the event giving rise to the termination or cancellation or in respect of any breach of the Agreement which existed at or before the date of termination; and
- 11.1.9 subject as provided in this Clause 11, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

12. Our liability

- 12.1 We make reasonable efforts to ensure that the Programme Materials are accurate, complete and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Programme Materials are accurate, complete or up-to-date. We are under no obligation to update the Programme Materials after they are provided to You.
- 12.2 We shall not be liable to You for any inaccuracy or misleading information provided in the course of the Programme and/ or in the Programme Materials, or for any reliance by You on any such information; any loss or corruption of data or hardware; any loss of profit, loss of business, interruption to business, loss of business opportunity, loss of goodwill or reputation or any other indirect, special or consequential loss or damages.
- 12.3 By performing any physical exercises if offered as part of the Programme, you agree that you are taking part voluntarily at your own risk and that neither We nor Suzy Ashworth will be held responsible or liable for any injury or harm you may sustain as a result of choosing to take part. You hereby agree to release and discharge Suzy Ashworth and Us from any and all claims or causes of action, known or unknown, related to your participation in any physical activity during or after the Programme.
- 12.4 Subject to Clauses 12.1 – 12.3 above, Our total liability to You in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid by You to Us under the Agreement.
- 12.5 Nothing in these Standard Terms & Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence, or for fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded by English law.
- 12.6 The provisions of this Clause 12 shall survive the termination of the Agreement.

13. Events outside Our control

We shall not be liable for any failure or delay in performing Our obligations under the Agreement where that failure or delay arises from a cause or event that is beyond Our control. Such causes or events may include, but are not limited to: power failure, internet service provider failure, service interruptions on the Platform, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic, pandemic or other natural disaster or any other event that is beyond Our reasonable control.

14. Data Protection

- 14.1 All personal information that You and We may use shall be collected, processed and held in accordance with the provisions of the Data Protection Legislation and the data subjects' rights (including the rights of the parties to the Agreement) under the Data Protection Legislation.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the [Privacy Policy](#) on Our Site.
- 14.3 You hereby consent to Us holding, processing and accessing Your personal and sensitive personal data for all purposes relating to provision of Programme under the Agreement, in accordance with Our Data Protection Policy and this Clause 14.

15. Contacting Us

If You wish to contact Us about any aspect of Our service, or to serve any notice under the Agreement, You may do so by email at hey@suzyashworth.com.

16. No Waiver

No failure or delay by Us in exercising any of Our rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by Us of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. Assignment, Sub-Contracting and Third Party Rights

- 17.1 We may transfer (assign) Our rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing.
- 17.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
- 17.3 We shall be entitled to perform any of Our obligations under the Agreement through suitably qualified and skilled sub-contractors.
- 17.4 The Agreement is between You and Us. No part of the Agreement is intended to benefit or confer rights on any other person, and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 17.5 Subject to the above provisions of this Clause 17, the Agreement shall continue and be binding on Your and / or Our transferee, successors and assigns, as required.

18. Severance

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

19. Entire Agreement

The Agreement contains the entire agreement between You and Us with respect to its subject matter and may not be modified except by an instrument in writing signed by You and by Our duly authorised representative.

20. Amendments to these Standard Terms & Conditions

We may revise these Standard Terms & Conditions from time to time. If We make changes to these Standard Terms & Conditions which will materially affect Your rights or obligations under the Agreement, We will give You written notice of the changes before they take effect.

21. Complaints and Dispute Resolution

- 21.1 You agree that if You have any complaints or issues with the Programme or services provided by Us or on Our behalf, You will contact us as soon as possible and work collaboratively with us to attempt to resolve those issues in a constructive way. We also commit to resolving any issues You may have quickly and effectively, and are committed to ensuring that You experience as a Programme client is a positive one.
- 21.2 If You and We are unable to resolve any issues informally in accordance with Clause 21.1, then any dispute, controversy or claim between the You and Us arising out of or in connection with this Agreement (a "Dispute") shall be resolved in accordance with the remainder of this Clause 21.
- 21.3 In the event of a Dispute arising, either party shall give the other party written notice of the Dispute, setting out its nature and particulars (a "Dispute Notice") together with the supporting documents.
- 21.4 On service of the Dispute Notice, You and We shall attempt in good faith to resolve the Dispute by negotiation.
- 21.5 If, within 30 days, the Dispute has not been resolved pursuant to Clause 21.4, You and We shall attempt to resolve the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed, the mediator shall be appointed by CEDR. Either party may initiate mediation under this clause by serving an ADR notice on the other party requesting mediation, with a copy of the ADR notice being sent to CEDR.
- 21.6 If the Dispute is not resolved within 90 days after service of the Dispute Notice, the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 22.

22. Law and Jurisdiction

- 22.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 22.2 Any dispute, controversy or claim between the parties arising out of or in connection with this Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.