

BRAINPOOL LIMITED
DATA SCIENTIST AGREEMENT

PLEASE READ THESE TERMS CAREFULLY BEFORE REGISTERING WITH BRAINPOOL

INTRODUCTION

- (1) These terms tell you (the **Data Scientist**) the terms on which you may access our Platform and may undertake Assignments (Platform and Assignments being defined below).
- (2) The Platform and associated services (described in more detail below) are provided by Brainpool Limited (**Brainpool**) which is a company incorporated and registered in England and Wales with company number 10024360 whose registered office is at 1c Downhills Park Rd, London, United Kingdom, N17 6PE.
- (3) These terms constitute a legal agreement between you, the Data Scientist, and us, Brainpool. By registering with us or accessing or using the Platform or by entering into Assignments, you agree to the terms contained in this document. If you do not agree to these terms, you may not register with us, access or use the Platform or undertake Assignments.

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply to this agreement.

Assessment Day	has the meaning given to it in clause 3.3.
Assignment:	the temporary services to be carried out by the Data Scientist for the Client, as more particularly described in clause 3 and in the Terms of Commitment.
AWR 2010:	the Agency Workers Regulations 2010 (<i>SI 2010/93</i>).
Business Day:	a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
Client:	the person, firm, partnership, company or Group company (as the case may be) to whom the Data Scientist is Introduced or supplied.
Completion Payment	means, in respect of an Assignment, an amount equal to the Rate of Pay multiplied by the number of Days worked by the Data Scientist on the Assignment. For the avoidance of doubt, the Completion Payment in respect of an Assignment shall not exceed the total amount paid to the Data Scientist pursuant to clause 5.1 in respect of that Assignment. The Completion Payment is inclusive of Holiday Pay. The Completion Payment will be paid subject to any deductions that Brainpool is required to make by law and to any deductions which the

Data Scientist has specifically agreed can be made.

Conduct Regulations the Conduct of Employment Agencies and Employment Business Regulations 2003 (SI 2003/3319).

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client, Brainpool or any Group company for the time being confidential to the Client, Brainpool or any Group company and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or Brainpool or of any Group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Data Scientist creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential.

Data Scientist: a worker Introduced and supplied by Brainpool to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

Day means a period of not less than 8 consecutive hours' work (subject to such lunch and other breaks as the Client allows or, if greater, as are required by law) undertaken during a calendar day in accordance with the Client's requirements as to when those hours must be worked.

Demand: any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

Engage: the employment of a Data Scientist or the engagement directly or indirectly through any employment business other than through Brainpool (whether for a definite or indefinite period) of a Data Scientist as a result of any Introduction or Assignment to the Client and the term **Engaged** shall be construed accordingly.

Group: in relation to a company, that company, each and any subsidiary or holding company from time to time, and each and any subsidiary from time to time of a holding company of that

company.

Hiring Fee: a fee payable by the Client to Brainpool in the circumstances set out in clause 8.

holding company: has the meaning given in clause 1.5.

Holiday Pay means holiday pay calculated and paid in accordance with clause 7. For the avoidance of doubt, the Rate of Pay (and, where applicable, the Completion Payment) is inclusive of the Data Scientist's entitlement to Holiday Pay, Holiday Pay is not paid in addition to the Rate of Pay or the Completion Payment.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Introduce: the provision to the Client of information by Brainpool by way of a curriculum vitae or in such format as the Client may from time to time require which identifies the Data Scientist and **Introduction** and **Introduced** shall be construed accordingly.

Platform: the internet-based platform operated by Brainpool pursuant to which Data Scientists can register with Brainpool and Clients can provide details of potential Assignments.

Rate of Pay: the rate of pay that will be paid to the Data Scientist as specified in Terms of Commitment. Such rate will be paid for each Day worked during an Assignment. The Rate of Pay is inclusive of Holiday Pay. The Rate of Pay will be paid subject to any deductions that Brainpool is required to make by law and to any deductions which the Data Scientist has specifically agreed can be made.

Relevant Period: shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.

Required Assignment Information: shall have the meaning set out at clause 3.5.

Subsidiary: has the meaning given in clause 1.5.

Terms of Commitment: a document to be signed by Brainpool and the Data Scientist ahead of each project confirming the terms of a particular Assignment.

WTR 1998: the Working Time Regulations 1998 (SI 1988/1833).

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.12 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.

2 The agreement

- 2.1 These terms set out the entire agreement between Brainpool and the Data Scientist for the supply of services to the Client and shall govern all Assignments undertaken by the Data Scientist. No contract shall exist between Brainpool and the Data Scientist between Assignments.
- 2.2 For the avoidance of doubt, this agreement constitutes a contract for services and not a contract of employment between Brainpool and the Data Scientist or the Data Scientist and the Client.
- 2.3 For the purposes of the Conduct Regulations 2003, Brainpool acts as an Employment Business in relation to the Introduction and supply of the Data Scientist to the Client.

3 Assignments

- 3.1 Brainpool may Introduce the Data Scientist to Clients in connection with prospective Assignments for the Data Scientist. Brainpool is not obliged to offer an Assignment to the Data Scientist and the Data Scientist shall not be obliged to accept any Assignment offered by Brainpool.
- 3.2 The Data Scientist acknowledges that at the same time as the Data Scientist is Introduced to a Client, Brainpool may also Introduce another data scientist (or occasionally more than one other data scientist) to the Client.
- 3.3 If the Data Scientist and the Client wish, in principle, to proceed with an Assignment, the Data Scientist shall (unless each of Brainpool, the Data Scientist and the Client agree otherwise) attend a meeting with the Client (the **Assessment Day**) to discuss and agree the following matters:
 - 3.3.1 the work to be undertaken during the Assignment;
 - 3.3.2 the Data Scientist's proposed methodology for completing the work; and
 - 3.3.3 either the total number of Days' work, or the number of Days per week, which the Data Scientist will be required to work.
- 3.4 The Data Scientist acknowledges that the Assessment Day forms part of the selection process in respect of an Assignment and that accordingly he shall not be paid in respect of the Assessment Day.
- 3.5 In connection with an Assignment, Brainpool shall, or shall procure that the Client shall, provide the Data Scientist with the following information (the **Required Assignment Information**):
 - 3.5.1 the identity of the Client, and if applicable the nature of its business;
 - 3.5.2 the date the Assignment is to commence and the duration or likely duration of the Assignment;
 - 3.5.3 the position which the Client seeks to fill, including the type of work the Data Scientist in that position would be required to do, the location at which, and the hours during which, the Data Scientist would be required to work;
 - 3.5.4 the Rate of Pay, the Completion Payment and any expenses payable by or to the Data Scientist;

- 3.5.5 any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks; and
 - 3.5.6 the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or a professional body for the Data Scientist to possess in order to work in the Assignment.
- 3.6 If the Data Scientist and the Client wish to proceed with an Assignment, the Data Scientist shall, as a condition of doing so, execute Terms of Commitment. Such Terms of Commitment shall reflect the terms agreed by the Data Scientist and the Client at the Assessment Day.
- 3.7 Any acceptance by the Data Scientist of an Assignment shall only become binding on Brainpool once the Data Scientist has executed the Terms of Commitment, and the Client has executed an equivalent document, in either case in terms satisfactory to Brainpool.
- 3.8 Any change to, or extension of, the work set out in Terms of Commitment must be reflected in a new, or an amended Terms of Commitment.
- 3.9 The Data Scientist acknowledges that:
- 3.9.1 the nature of temporary work means that there may be periods when no suitable work is available and agrees that suitability of a potential Assignment shall be determined by Brainpool and/or the Client;
 - 3.9.2 a Client may require that, during the course of an Assignment and for a specified period thereafter, the Data Scientist shall not be Introduced to or undertake Assignments for persons who are, or are considered to be, competitors of the Client.

and that, in either case, Brainpool shall incur no liability to the Data Scientist should the Data Scientist not be offered any Assignments or any particular potential Assignment.

4 Data Scientist's obligations

- 4.1 The Data Scientist is not obliged to accept any Assignment offered by Brainpool. If the Data Scientist does accept an Assignment, the Data Scientist shall:
- 4.1.1 co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - 4.1.2 observe any relevant rules and regulations of the Client's organisation (including normal hours of work) of which the Data Scientist has been informed or of which the Data Scientist should reasonably be aware;
 - 4.1.3 co-operate with Brainpool in the completion and renewal of all mandatory checks, including in relation to the Data Scientist's right to work in the United Kingdom;
 - 4.1.4 take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Client;

- 4.1.5 not engage in any conduct detrimental to the interests of Brainpool or the Client;
- 4.1.6 comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Client's business, including without limitation, any equal opportunities or non-harassment policies.
- 4.2 If the Data Scientist is unable for any reason to attend work during the course of an Assignment, they should inform Brainpool and the Client as soon as possible.
- 4.3 If, either before or during the course of an Assignment, the Data Scientist becomes aware of any reason why they may not be suitable for an Assignment, they shall notify Brainpool without delay.

5 Remuneration

- 5.1 Subject to the Data Scientist submitting properly authorised time sheets in accordance with clause 6, Brainpool shall, in respect of an Assignment, pay the Rate of Pay to the Data Scientist.
- 5.2 Subject to the Data Scientist submitting properly authorised time sheets in accordance with clause 6, and to the Data Scientist completing the Assignment to the reasonable satisfaction of Brainpool and the Client, Brainpool shall pay the Completion Payment to the Data Scientist.
- 5.3 Subject to any applicable statutory entitlement and to clause 7, the Data Scientist is not entitled to receive payment from Brainpool or the Client for time not spent working on the Assignment, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.

6 Time sheets

- 6.1 At the end of each week of an Assignment (or at the end of an Assignment if it is for a period of one week or less or is completed before the end of a week) the Data Scientist shall deliver to Brainpool a completed time sheet indicating the number of Days worked during the preceding week (or such lesser period) and approved by an authorised representative of the Client.
- 6.2 Subject to clause 6.3, Brainpool shall pay the Data Scientist the Rate of Pay for all Days worked regardless of whether Brainpool has received payment from the Client for those Days. Unless agreed otherwise in Terms of Commitment, payments in respect of a given month will be made within 90 days of the end of the month in question.
- 6.3 Where the Data Scientist fails to submit a properly authorised time sheet, any payment due to the Data Scientist may be delayed while Brainpool investigates (in a timely fashion) what Days, if any, were worked by the Data Scientist.
- 6.4 Brainpool shall make no payment to the Data Scientist for Days (or other hours) not worked.
- 6.5 For the avoidance of doubt and for the purposes of the WTR 1998, the Data Scientist's working time shall only consist of those periods during which they are carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises (with the exception of time spent travelling between two or more premises of the Client), lunch breaks and other rest breaks shall not count as part of the Data Scientist's working time for these purposes.

- 6.6 The Data Scientist acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.

7 Annual leave

- 7.1 During Assignments (but not otherwise), the Data Scientist shall accrue holiday at a rate of 12.07% of the Days worked. Such entitlement shall be inclusive of all bank holiday entitlements.
- 7.2 The Data Scientist's holiday entitlement will be paid for as it is earned (in accordance with the provisions of clause 6). Accordingly, the Rate of Pay (and, where applicable, the Completion Payment) includes the holiday pay to which the Data Scientist is entitled. The Data Scientist is encouraged to take the full amount of their annual leave entitlement in each holiday year using the holiday pay which has been paid to them as it has been earned.
- 7.3 The Data Scientist is only entitled to take holiday to the extent that it has accrued pursuant to clause 7.1. If the Data Scientist wishes to take a period of annual leave, they must comply with any reasonable requirements of the Client with regard to notifying the Client and obtaining the Client's consent.
- 7.4 All entitlement to annual leave must be taken during the course of the holiday year in which it accrues and no untaken holiday can be carried forward to the next holiday year.

8 Temporary to permanent

- 8.1 The Data Scientist acknowledges that Brainpool will be entitled to charge the Client the Hiring Fee where:
- 8.1.1 the Client Engages the Data Scientist within the Relevant Period; or
 - 8.1.2 the Client introduces the Data Scientist to a third party (other than another employment business) who subsequently Engages the Data Scientist within the Relevant Period.
- 8.2 The Hiring Fee will not be payable in the circumstances described in clause 8.1.1 if the Client agrees to extend the period of the Assignment for a specified period at the end of which the Data Scientist may be Engaged by the Client without further charge.

9 Termination

- 9.1 The Data Scientist acknowledges and agrees that Brainpool or the Client may terminate an Assignment at any time on one week's notice in writing. The Data Scientist may terminate the Assignment at any time on two weeks' notice in writing.
- 9.2 The Data Scientist acknowledges that the continuation of an Assignment is subject to and dependent on the continuation of the agreement entered into between Brainpool and the Client. If that agreement is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Data Scientist, except for payment properly due for work done up to the date of termination of the Assignment.
- 9.3 Unless exceptional circumstances apply, the Data Scientist's failure to inform the Client or Brainpool of their inability to attend work as required by clause 4.2 will be treated as termination of the Assignment by the Data Scientist.

- 9.4 If the Data Scientist is absent during the course of an Assignment and the Assignment has not otherwise been terminated, Brainpool will (without prejudice to clause 6.4) be entitled to:
- 9.4.1 send a substitute for the Data Scientist on either a temporary or a permanent basis to provide the relevant services to the Client;
 - 9.4.2 terminate the Assignment without prior notice or liability, if the work to which the Data Scientist was assigned is no longer available and/or if the Client wishes the substitute referred to in clause 9.4.1 to replace the Data Scientist for the remainder of the Assignment.
- 9.5 If the Data Scientist fails to adhere to the terms of the Terms of Commitment in respect of an Assignment, Brainpool will be entitled to terminate the Assignment without prior notice or liability.

10 Intellectual property rights

- 10.1 The Data Scientist acknowledges that (unless specified otherwise in the Terms of Commitment in respect of a particular Assignment) all Intellectual Property Rights deriving from services carried out by the Data Scientist for the Client during the Assignment shall belong to Brainpool. Accordingly, the Data Scientist shall execute all such documents and do all such acts as Brainpool shall from time to time require in order to give effect to Brainpool's rights pursuant to this clause.

11 Confidentiality

- 11.1 In order to protect the confidentiality and trade secrets of Brainpool and the Client, the Data Scientist agrees not at any time:
- 11.1.1 whether during or after an Assignment (unless expressly so authorised by the Client or Brainpool as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or Brainpool; or
 - 11.1.2 to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or Brainpool except when required to do so in the course of the Data Scientist's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or Brainpool, as appropriate.
- 11.2 The restriction in clause 11.1 does not apply to:
- 11.2.1 any use or disclosure authorised by the Client or Brainpool or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
 - 11.2.2 any information which is already in, or comes into, the public domain otherwise than through the Data Scientist's unauthorised disclosure; or
 - 11.2.3 the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.
- 11.3 Without prejudice to the foregoing, the Data Scientist acknowledges that they may be required to comply with additional rules relating to the Client's Confidential Information, and/or may be required by the Client to enter into a

non-disclosure agreement, or similar terms, on or before commencing an Assignment for the Client as a condition of undertaking that Assignment.

- 11.4 At the end of each Assignment or on request the Data Scientist agrees to deliver up to the Client or Brainpool (as directed) all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Client which are in its possession, including any data produced, maintained or stored on the Client's computer systems or other electronic equipment.

12 Data protection

- 12.1 The Data Scientist consents to Brainpool and the Client and any other intermediary involved in supplying the services of the Data Scientist to the Client holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to them including, as appropriate:

12.1.1 information about their physical or mental health or condition to monitor sick leave and take decisions as to their fitness for work;

12.1.2 their racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation; and

12.1.3 information relating to any criminal proceedings in which they have been involved for insurance purposes and to comply with legal requirements and obligations to third parties.

- 12.2 The Data Scientist consents to Brainpool and the Client or any intermediary involved in supplying the Data Scientist's services to the Client making such information available to the Client, other Group companies, those who provide products or services to Brainpool (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Brainpool or other Group companies or any part of its business.

- 12.3 The Data Scientist consents to the transfer of such information outside the European Economic Area for purposes connected with the performance of this agreement.

13 Warranties and indemnities

- 13.1 The Data Scientist warrants that:

13.1.1 the information supplied to Brainpool in any application documents is correct;

13.1.2 the Data Scientist has the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body for the Data Scientist to possess in order to perform the Assignment;

13.1.3 the Data Scientist is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, employment business or client) or any other reason, from fulfilling the Data Scientist's obligations under this agreement; and

- 13.1.4 the Data Scientist has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Assignment.
- 13.2 The Data Scientist shall indemnify and keep indemnified Brainpool and the Client against all Demands (including legal and other professional fees and expenses) which Brainpool or the Client may suffer, sustain, incur, pay or be put to arising from or in connection with:
 - 13.2.1 any failure by the Data Scientist to comply with its obligations under this agreement;
 - 13.2.2 any negligent or fraudulent act or omission by the Data Scientist;
 - 13.2.3 the disclosure by the Data Scientist of any Confidential Information;
 - 13.2.4 any employment-related claim brought by the Data Scientist in connection with the Assignment; or
 - 13.2.5 the infringement by the Data Scientist of the Intellectual Property Rights of the Client or the Client's Group or Brainpool or Brainpool's Group.

14 No partnership or agency

- 14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15 Entire agreement

- 15.1 This agreement 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.
- 15.2 Each party acknowledges that in entering into this agreement 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 this agreement.
- 15.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives). A written copy of the varied terms, including the date from which they take effect, shall be given to the Data Scientist no later than the fifth Business Day following the day on which the variation was agreed.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.5 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16 Third Party rights

- 16.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

17 Notices

- 17.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 17.1.1 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
 - 17.1.2 sent by fax to its main fax number; or
 - 17.1.3 sent by email to, in the case of Brainpool, contact@brain-pool.co.uk and, in the case of the Data Scientist, an email address which the Data Scientist has been using to communicate with Brainpool.
- 17.2 Any notice or communication shall be deemed to have been received:
- 17.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 17.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
 - 17.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission;
 - 17.2.4 if sent by email, at the time of transmission.
- 17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18 Severance

- 18.1 If any provision or part-provision of this agreement 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 this agreement.
- 18.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 Governing law

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

20 Jurisdiction

- 20.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).