

AGREEMENT FOR THE USE OF THE HRQL INSTRUMENT

We, NewMetrica Limited, a company registered in Scotland under the Companies Acts (Company No. SC463995) (“NewMetrica”) and having our registered office at 19 Woodside Place, Glasgow G3 7QL are allowing you to access the Health Related Quality of Life Tool (“the HRQL Tool”) and by accessing the HRQL Tool you (“Licensee”) are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the relationship of NewMetrica with you in relation to the use of the HRQL Tool. These terms and conditions of use shall apply to your use of the HRQL Tool and excludes all other terms and conditions including any terms and conditions which you may seek to apply under any purchase order, order confirmation or similar document. If you disagree with any part of these standard terms and conditions, you must not use the HRQL Tool and use of the Instrument shall be deemed to be conclusive evidence of your acceptance of these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 In this document the following words shall have the meanings as hereinafter defined:

Agreement means these standard terms and conditions for the use of the Instrument;

Affiliate means each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party;

Algorithm means the algorithm which forms part of the Instrument which is maintained as confidential by NewMetrica and which underpins the Instrument;

Confidential Information means all information and material relating to the Algorithm and includes, without limitation any:

1.1.1 trade secret, know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy and forecast; of

1.1.2 technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information and materials of NewMetrica and its employees, consultants, investors, related companies, licensors, suppliers, vendors, customers, clients and other persons and entities; and

1.1.3 any information concerning the business or affairs of NewMetrica including information relating to NewMetrica operations, processes, plans, product information, knowhow, designs, trade secrets, software, market opportunities and customers;

Effective Date means the earlier of the commencement of the use of the Instrument (following provision of the Services by NewMetrica) and the date at which Licensee receives notification from NewMetrica that the Licence Fees have been paid;

Fees mean the Licence Fees and any fees for Services;

Field of Use means the clinical use of the Instrument only for the measurement of HRQL of individual animals and excludes the use of the Instrument for comparison or monitoring of two or more animals in any clinical trial, pre or post marketing trial or pharma sponsored study of any sort;

Improvement means any improvements, revisals, developments made to the Instrument which do not constitute a New Version;

Instrument means an online questionnaire instrument for canines of 22-items and for felines of 20-items (available in the English language or another language) for the generic measurement of health-related quality of life by means of owner responses that are transformed by algorithm into a profile of numerical scores for that dog or cat on that occasion;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, algorithms, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

Licensee means a legal person, corporate body, partnership, organisation or other legal entity that has accessed the Instrument;

Licence Fees means the fees payable by Licensee to NewMetrica as detailed at clause 3;

New Version means any new version of the Instrument which from time to time is available from NewMetrica in the course of its normal business, being a version containing such significant differences from the previous versions as would be generally accepted in the marketplace as constituting a new product;

Services has the meaning detailed in clause 4.1 of this Agreement;

Support means support in the use of the Instrument provided by NewMetrica;

Term means the meaning detailed in clause 2.1 of this Agreement;

Territory means the United Kingdom;

Working Hours means Monday to Friday between 9am and 5pm (UK time), excluding public holidays in Scotland.

1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Unless the context otherwise requires:

1.3.1 words in the singular shall include the plural and, in the plural, shall include the singular;

1.3.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.3.3 a reference to one gender shall include a reference to the other genders; and

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

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.5 References to clauses are to the clauses of this Agreement.

2. LICENCE

2.1 In consideration of the Fees paid by the Licensee to NewMetrica, NewMetrica grants, subject to clause 2.4, to the Licensee a licence for twelve (12) months from the Effective Date (the "**Term**") to use the Instrument and any Improvements which are agreed between the Parties to be licensed to Licensee under the terms of this Agreement but excluding any New Versions in the Territory within the Field of Use, unless this Agreement is terminated before the end of the Term in accordance with clause 12.

2.2 The Term and grant of licence is conditional upon timeous payment of the Fees as they fall due for payment to NewMetrica.

2.3 The Licensee may not use the Instrument other than as specified in clause 2.1 without the prior written consent of NewMetrica and the Licensee acknowledges that additional fees may be payable on any change of use agreed in writing by NewMetrica.

2.4 NewMetrica shall have the right to use and sub-license the Instrument and any Improvements or New Versions, on an unrestricted basis for any use outside the Territory or for any use or purpose outside the Field of Use within the Territory.

2.5 Except as expressly stated in this clause 2, the Licensee has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Instrument in whole or in part except where express written consent has been given by NewMetrica to the Licensee.

2.6 The Licensee may not use any information provided by NewMetrica or obtained by the Licensee during any such term permitted under clause 2.1 above to create any technology, instruments or algorithms whose expression is substantially similar to that of the Instrument or the Algorithm nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.7 The Licensee shall not without the prior and express written consent of NewMetrica:

2.7.1 sub-license, assign or novate the benefit or burden of this Agreement in whole or in part;

2.7.2 allow the Instrument to become the subject of any charge, lien or encumbrance; or

2.7.3 deal in any other manner with any or all of its rights and obligations under this agreement.

- 2.8 NewMetrica may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 2.9 The Licensee confirms it is acting on its own behalf and not for the benefit of any other person.
- 2.10 The Licensee shall:
- 2.10.1 notify NewMetrica as soon as it becomes aware of any unauthorised use of the Instrument by any person;
 - 2.11.2 pay, for broadening the scope of the licence granted under this Agreement to cover any unauthorised use by the Licensee, an amount equal to the fees which NewMetrica would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 3.4, from such date to the date of payment.
- 2.12 The Licensee shall permit NewMetrica to inspect and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Licensee is complying with the terms of this Agreement, provided that NewMetrica provides reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times.
- 2.13 The Licence Fees payable under clause 3.1 below are based on no more than one request to the NewMetrica server per hour. If the Licensee requires to have Support this may be provided by NewMetrica, at its sole discretion, subject to payment of any additional fees agreed between the Parties and payable by the Licensee. Any Support will only require to be provided to the Licensee during Working Hours and will only be provided to the Licensee and will not be required to be provided to the end user of the Instrument.
- 2.14 The rights granted under this clause 2 shall terminate upon termination of this Agreement.

3. FEES

- 3.1 The Licensee shall pay to NewMetrica the Licence Fees that are due and payable for the use of the Instrument for the Term as advised by NewMetrica. NewMetrica reserves the right to increase, decrease, amend or alter its pricing at its sole discretion at any time. All Fees are due and payable immediately and NewMetrica reserves the right to grant, refuse, restrict, cancel or alter credit terms at its sole discretion at any time.
- 3.2 The Licensee shall pay to NewMetrica the gross sale price of any data sales by the Licensee. Additionally, any data sales by the Licensee can only take place with the written agreement of NewMetrica.
- 3.3 All sums payable under this Agreement are exclusive of VAT or any relevant sales or other taxes, for which the Licensee shall be responsible.

- 3.4 If the Licensee fails to make any payment due to NewMetrica under this Agreement by the due date for payment, then, without limiting NewMetrica's remedies under clause 12, the Licensee shall pay interest on the overdue amount at the rate of 4% per annum above Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.

4. DEVELOPMENT

- 4.1 NewMetrica may provide development services in relation to the operation, integration and optimisation of the Instrument (subject to payment of fees over and above the Licence Fees to be agreed) and may, at the request of the Licensee and upon the agreement of NewMetrica, provide consultancy services to the Licensee in relation to the operation, integration and optimisation of the Instrument (together the "**Services**"). Such Services are not included in the Licence Fees. In return for the provision of the Services, the Licensee shall pay to NewMetrica fees, to be agreed upon, both parties acting reasonably, per day or part thereof in which the Services are being provided whether in Scotland or elsewhere and to cover any legitimate costs.

5. DATA

- 5.1 For the purposes of the prevailing Data Protection legislation of the UK, the data controller of all information collected using the Instrument will be the Licensee.
- 5.2 The Licensee warrants that it shall comply with all obligations of a data controller under the prevailing UK legislation.
- 5.3 NewMetrica shall have access to anonymised data collected and/or analysed by the Licensee using the Instrument relating to and/or gathered using the Instrument under this Agreement.
- 5.4 The Licensee warrants that it will inform and where appropriate, gain the consent of, any individual whose personal data is captured by the use of the Instrument for the sharing of the information with NewMetrica and the use of the data by NewMetrica.
- 5.5 The Algorithm for the production of the outcomes in the form of computed scores shall sit outwith the Licensee system and will remain on NewMetrica's server.

6. PROMOTION MATERIALS AND ACTIVITIES

- 6.1 Any promotional materials and activities which reference the Instrument or NewMetrica must be agreed upon or approved by NewMetrica in writing before publication, such approval not to be unreasonably withheld.
- 6.2 NewMetrica shall participate in promotional activities by mutual agreement in writing on a case by case basis.
- 6.3 The Licensee shall have total responsibility for all the costs relating to the promotional materials and activities under this clause 6.

7. ACCREDITATION

- 7.1 The University of Glasgow shall be acknowledged and accredited by the Licensee, in the manner prescribed in writing by NewMetrica, as a contributor in relation to the background research which assisted in the development of the Instrument.
- 7.2 The Instrument will prominently display the NewMetrica branding in the form supplied by NewMetrica.

8. CONFIDENTIALITY AND PUBLICITY

- 8.1 Each Party shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Agreement) nor without the prior written consent of the other Party, disclose to any third party, except as permitted by clause 8.2, any Confidential Information or information of a confidential nature (whether in written, or in oral, graphic, electronic or any other form including samples given to the other party) which may become known to the receiving Party from the disclosing Party and which relates to the disclosing Party or any of its Affiliates, unless that information is public knowledge or already known to the receiving Party at the time of disclosure or subsequently comes lawfully into the possession of the receiving Party from a third party other than by breach of this Agreement. Each Party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 8.2 Each Party may disclose the other Party's Confidential Information:
- 8.2.1 to its employees, officers, agents, consultants or subcontractors and related companies who need to know such information for the purposes of carrying out each Party's obligations under the agreement, provided that the disclosing Party takes all necessary steps to ensure that such individuals comply with the confidentiality obligations contained in this clause 8 as though each is a Party to this Agreement and shall be responsible for a breach of these obligations by the aforementioned persons; and
- 8.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 8.3 The Algorithm will not be disclosed to the Licensee during or after the Term. In the event that any information is disclosed or otherwise comes into the possession of the Licensee in relation to the Algorithm, the Licensee agrees to keep this information confidential (as Confidential Information) under clause 8.1.
- 8.4 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other party or to be implied from this Agreement.
- 8.5 No Party shall make, or permit any person to make, any announcement concerning this agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 8.6 These rights and obligations under this clause 8 shall continue in full force and effect notwithstanding any termination of this Agreement.

9. WARRANTIES AND INDEMNITIES

- 9.1 NewMetrica gives no warranty in relation to the standard or quality of the Instrument or any third-party components used.
- 9.2 NewMetrica does not warrant that the use of the Instrument will be uninterrupted or error-free.
- 9.3 The Licensee accepts responsibility for use of the Instrument to achieve its intended business purposes and acknowledges that use of the Instrument may not achieve such business purposes.
- 9.4 The Licensee warrants that it will not seek or permit or assist any of its employees, officers, agents, professional advisers, consultants, subcontractors, related companies or third parties to reverse engineer the Algorithm (in any manner or form) and should it become aware of any attempts to do so it shall immediately report that to NewMetrica.
- 9.5 The Licensee shall indemnify NewMetrica against any damage or loss which arises out of, or in connection to, the Licensee exercising any rights granted under this Agreement and/or use of the Instrument.
- 9.6 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are to the extent permitted by applicable law, hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

10. LIMITS OF LIABILITY

- 10.1 Except as expressly stated in clause 10.2:

10.1.1 NewMetrica shall not in any circumstances have any liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, delict (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (a) loss of profits;
- (b) loss of anticipated savings;
- (c) loss of business opportunity;
- (d) loss of goodwill;
- (e) loss or corruption of data,

provided that this clause 10.1.1 shall not prevent claims for loss of or damage to the parties tangible property that fall within the terms of clause 10.1.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (e) inclusive of this clause 10.1.1;

- 10.1.2 the total liability of NewMetrica, whether in contract, delict (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed in aggregate a sum equal to the Licence Fee; and
- 10.1.3 the Licensee agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.
- 10.2 The exclusions in clause 9.6 and clause 10.1 shall apply to the fullest extent permissible at law, but the parties do not exclude liability for:
- 10.2.1 death or personal injury caused by the negligence of a party, its officers, employees, contractors or agents;
- 10.2.2 fraud or fraudulent misrepresentation;
- 10.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 11B of the Supply of Goods and Services Act 1982; or
- 10.2.4 any other liability which may not be excluded by law.
- 10.3 Any dates supplied by NewMetrica for the delivery of the Instrument shall be treated as approximate only. NewMetrica shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
- 10.4 All references to "the parties" in this clause 10 shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of the parties and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

11. INTELLECTUAL PROPERTY RIGHT

- 11.1 NewMetrica is a licensee of the University of Glasgow in respect of certain background Intellectual Property Rights in the Instrument ("**Third Party Rights**").
- 11.2 The Licensee acknowledges that all background Intellectual Property Rights in the Instrument, foreground Intellectual property Rights in the Instrument and any Improvements, the current Intellectual Property Rights in the Instrument and any updates or Improvements or any Intellectual Property Rights that may or will be developed or created in the future belong to and vest in and shall belong to and vest in NewMetrica, with the exception of Third Party Rights, whereby ownership will remain vested in the University of Glasgow and the Licensee shall have no rights in or to the Instrument other than the right to use it in accordance with the terms of this Agreement.
- 11.3 Ownership of the Algorithm, and the outcomes based computed scores (captured or obtained via the Instrument) will vest in and continue to vest in NewMetrica.
- 11.4 Outcomes in the form of computed scores will be supplied to the Licensee for use only in relation to the purpose granted under the licence detailed in clause 2.1.

12. TERMINATION

12.1 Without affecting any other right or remedy available to it, NewMetrica may terminate this agreement with immediate effect by giving written notice to the Licensee if:

- 12.1.1 the Licensee fails to pay any amount due under this agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
- 12.1.2 the Licensee commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 12.1.3 the Licensee repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 12.1.4 the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 12.1.5 the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- 12.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Licensee (being a company);
- 12.1.8 the holder of a qualifying floating charge over the assets of the Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.1.9 a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee;
- 12.1.10 a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Licensee's assets and such attachment or process is not discharged within 14 days;

- 12.1.11 any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1.4 to clause 12.1.10 (inclusive);
 - 12.1.12 the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 12.1.13 there is a change of control of the Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 12.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 12.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 12.4 On termination for any reason:
- 12.4.1 all rights granted to the Licensee under this Agreement shall cease;
 - 12.4.2 the Licensee shall cease all activities authorised by this Agreement;
 - 12.4.3 the Licensee shall immediately pay to NewMetrica any sums due under this Agreement as payable at the date of termination to NewMetrica; and
 - 12.4.4 the Licensee shall immediately destroy or return to NewMetrica (at NewMetrica's option) all copies of the Instrument in its possession, custody or control and, in the case of destruction, certify to NewMetrica that it has done so.
- 12.5 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement including clause 1, clause 8, clause 10 and clause 12 shall remain in full force and effect.

13. WAIVER

No failure or delay by NewMetrica to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. AGREEMENT

- 15.1 This Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter (“**Representation**”).
- 15.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, Representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.
- 15.3 Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.
- 15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. SEVERANCE

- 17.1 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.
- 17.2 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.

18. NO PARTNERSHIP OR AGENCY

- 18.1 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 being the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 18.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

19. FORCE MAJEURE

Neither Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for

twelve (12) weeks, NewMetrica may terminate this agreement by giving thirty (30) days' written notice to the Licensee.

20. NOTICES

- 20.1 Any notice given to a Party under or in connection with this contract shall be in writing and shall be delivered by pre-paid post or other air-mail or courier delivery service requiring signature on receipt of delivery at its registered office.
- 20.2 Any notice shall be deemed to have been received if sent by pre-paid first-class post or air-mail or courier delivery service, on signature of a delivery receipt.
- 20.3 This clause 20 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. For the purposes of this clause, "writing" shall not include e-mail.

21. GOVERNING LAW AND JURISDICTION

- 21.1 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 Scots law.
- 21.2 The parties irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).