

AIQ MASTER SERVICES AGREEMENT

AIQ Ltd (**AIQ**) provides artificial intelligence tools and custom development services. This Master Services Agreement governs all development and other services provided by AIQ to the Client.

1. Definitions

1.1 The following definitions apply in this Agreement:

- (a) **Agreement** means this Master Services Agreement.
- (b) **AIQ Infrastructure** means software, operating systems and/or hardware owned and configured by AIQ for the purposes of delivering the Services;
- (c) **AIQ Partner** means a company, organisation or individual that has entered into a reselling/or services arrangement with AIQ and is an authorised reseller/or service provider of AIQ;
- (d) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in London, United Kingdom.
- (e) **Change Request** means a written notice from the Client requesting a change of the scope of a SoW, or any additional work not specified in a SoW or otherwise previously agreed to be provided by AIQ.
- (f) **Client** means the client as identified on any Order.
- (g) **Commencement Date** means the earlier of:
 - (i) The date stated as the Commencement Date in an SoW; or
 - (ii) The date when AIQ first provides Services for the Client.
- (h) **Confidential Information** means any written or verbal information that (i) is about each Party's business or affairs; (ii) is about the conduct of each Party under this Agreement and the during the term of this Agreement; (iii) a Party informs the other Party that it considers it confidential and/or proprietary; (iv) a Party would reasonably consider to be confidential in the circumstances; (v) Is personal data within the meaning of the Data Protection Act 1998. but does not include information that a Party can establish; (vi) was in the public domain at the time it was given to that Party; (vii) became part of the public domain, without that Party's involvement in any way, after being given to the Party; (viii) was in Party's possession when it was given to the Party, without having been acquired (directly or indirectly) from the disclosing Party; or (ix) was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.

- (i) **Customer Data** means any electronic data or information provided by the Client or collated by AIIQ in the provision of the Services or any data entered into the Services by the Client. Customer Data may include Personal Data;
- (j) **Data Protection Laws** means any applicable UK or EU law relating to the processing, privacy, and use of Personal Data, as applicable to AIIQ and/or the Services including:
 - (i) the Data Protection Act 1998;
 - (ii) the EU Data Protection Directive (95/46/EC) as implemented in each relevant jurisdiction;
 - (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each relevant jurisdiction; and
 - (iv) the General Data Protection Regulation EU 2016/679 (GDPR) from the date the GDPR applies (as set out in Article 99 Entry into force and application);
 - (v) and any corresponding or equivalent national laws or regulations and any amending, equivalent or successor legislation to any of the above from the date that they come into force and the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority in any relevant jurisdiction;
- (k) **Electronic Communications** means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Services
- (l) **Extensions** means any features or functionality designed by AIIQ which are available to be used with the Services subject to payment of the relevant additional Fee as set out in the Order;
- (m) **Fees** means the fees payable to AIIQ by the Client for the Services as specified in the Order or otherwise by AIIQ
- (n) **Force Majeure** means an event or cause beyond the reasonable control of the Party claiming force majeure and includes each of the following: (i) act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, pandemic, adverse weather conditions; (ii) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic; (iii) the effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and (iv) embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.

- (o) **Government Agency** means any government or any governmental agency, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organization established under statute);
- (p) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
- (q) **Intellectual Property Rights** means, for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.
- (r) **Invoice** means an invoice issued in or pursuant to an Order.
- (s) **Order** means a purchase order in AIIQ's prescribed form delivered by the Client or submitted to AIIQ by a AIIQ Partner on behalf of a Client and/or such order form (including any online order) for additional Services placed by the Client, or by a AIIQ Partner on behalf of a Client.
- (t) **Party** means AIIQ and each Client, collectively as the "**Parties**".
- (u) **Personal Data** has the meaning set out in Data Protection Laws;
- (v) **Privacy Notice** means AIIQ's privacy notice, which the Client may access online at <https://aiiq.uk/privacy-policy/> as may be amended and updated by AIIQ from time to time;
- (w) **Project** means the Services provided/to be provided by AIIQ pursuant to a SoW.
- (x) **Proprietary Technology** means the Intellectual Property Rights the company holds in the underlying code, artificial intelligence or other software product that AIIQ may make available to the Client as part of the Services and any SaaS Platform
- (y) **SaaS Platform** means any proprietary software-as-a-service or artificial intelligence platform owned and operated by AIIQ.
- (z) **Security Policy** means the AIIQ's security policy, which the Client may access online at <https://aiiq.uk/legal/AIIQ - Security Policy.pdf>, as may be amended and updated by AIIQ from time to time;
- (aa) **SoW** means a scope, quote, proposal or statement of work that describes the Project, as agreed to by the Parties submitted with an Order or with reference to an Order.

- (bb) **Services** means any and all services to be provided by AIIQ to the Client as set out on an Order (or subscribed to online) which may include (as applicable) the Services;
- (cc) **Service Terms** means the additional terms set out in this Agreement in the section headed Service Terms which apply to specific Services;
- (dd) **Site** means the AIIQ website located at <https://www.AIIQ.uk> or such other domain as AIIQ use to provide the Services;
- (ee) **Special Conditions** means the provisions set out in, attached to or made by reference to this Agreement entitled “Special Conditions”.
- (ff) **Third Party Applications** means online, web-based applications or services, including scripts, processes and plugins, together with on premise software products that are provided by third parties, including but not restricted to AIIQ Partners, or by the Client, which interoperate with the Services;

2. Agreement and Commencement

2.1 Upon written acceptance of an Order by AIIQ and subject to the payment of the relevant Fees by the Client, AIIQ shall provide the Services to the Client subject to and in accordance with the terms of this Agreement, the terms of which shall thereupon be binding on each of AIIQ and the Client. A contract shall not be formed unless and until acceptance of an Order has been confirmed in writing by AIIQ.

2.2 This Agreement commences on the Commencement Date or as otherwise agreed between the Parties in writing and shall continue to operate until terminated under the provisions of this Agreement.

3. Services

3.1 AIIQ shall provide the following services (**Services**) to the Client:

- (a) Development of artificial intelligence solutions and support services as agreed in writing by the Parties in a SoW;
- (b) Technology Licensing Services; and
- (c) Such other services as may be agreed between the Parties from time-to-time.

4. Technology Licensing

4.1 Proprietary Technology

Where AIIQ provides the Client with AIIQ’s Proprietary Technology as part of any Services or Project, and that Proprietary Technology is required to be used by the Client in the products or services it offers to its clients, unless agreed otherwise in writing, AIIQ agrees to grant the Client a perpetual, royalty-free, worldwide, non-assignable,

non sub licensable licence to use that Proprietary Technology within the products or services offered to the Client's clients.

4.2 SaaS Platform

- (a) Where AIIQ provides the Client with access to a SaaS Platform as part of the Services, in order to obtain a licence the Client must agree to, and accept any terms of service that apply to the use of the SaaS Platform in addition to this Agreement.
- (b) The Client acknowledges that where the Client does not accept or otherwise breaches the SaaS Platform's terms of service, AIIQ may refuse to provide any Services to the Client.

5. **Relationship**

5.1 AIIQ warrants that it is an independent service provider to the Client.

5.2 AIIQ will not:

- (a) hold itself out as an agent of the Client; or
- (b) incur obligations or liabilities on behalf of the Client unless the Client provides written permission.

6. **AIIQ's Key Obligations**

6.1 AIIQ will:

- (a) ensure that the Services are provided in a timely manner and/or in accordance with any timeframes agreed by the Parties;
- (b) ensure that the Services are provided in accordance with the standards outlined in this Agreement;
- (c) establish and maintain clear channels of communication at all times with the Client, and promptly answer any reasonable questions asked by the Client;
- (d) comply with all the relevant laws and industry standards in respect of providing the Services; and
- (e) act in accordance with the Client's reasonable directions while providing the Services.

7. **Client's Key Obligations**

7.1 The Client will:

- (a) ensure that AIIQ has access to all the:

- (i) resources, personnel, electronic systems and premises required to provide the Services; and
 - (ii) all facilities and materials and information reasonably requested for AIIQ to deliver the Services;
- (b) establish and maintain clear channels of communication at all times with AIIQ;
 - (c) ensure that any premises where AIIQ, its employees or contractors are required to attend in order to provide the Services, is safe, sanitary and otherwise complies with any relevant occupation health and safety laws;
 - (d) promptly provide AIIQ with directions, instructions or information which are requested by AIIQ and which are reasonably required to assist AIIQ in the performance of its obligations under this Agreement ; and
 - (e) promptly provide AIIQ with a copy of all applicable policies, procedures, rules, regulations, standards of conduct and requirements relevant to the provision of the Services.

8. Fees, Invoicing & Payment

- 8.1 The Client shall pay AIIQ the Fees agreed by the Parties in writing for any Services and/or Projects.
- 8.2 Any variations to Fees and/or Services must be made in writing and agreed by the Parties.
- 8.3 AIIQ must render a valid Invoice to the Client for any paid Services provided.
- 8.4 The Client agrees to pay any Invoice promptly and within the stated timeframe, which in default shall be 14 days from date of the Invoice.
- 8.5 All payments by the Client or other consideration for any supply by AIIQ to the Client under or in connection with this Agreement include any VAT for which AIIQ is liable on that supply, and AIIQ (and not the Client) is responsible for payment of that VAT.
- 8.6 The Client will not be entitled to set off any amount owed to AIIQ against any amount payable by AIIQ to the Client.
- 8.7 If the Client fails to pay an amount due under this Agreement by a due date, AIIQ may charge interest on the overdue amount (as liquidated damages) at the rate fixed from time to time under the Late Payment of Commercial Debts (Interest) Act 1998. The Client will also be liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by AIIQ for enforcement of obligations and recovery of monies due from the Client to AIIQ.

- 8.8 Should the Client dispute any charge on a Invoice, the Client must notify AIIQ of the disputed item within 5 days of the date of the Invoice.
- 8.9 The Client must pay the amount of the Invoice not in dispute within the stated timeframe.
- 8.10 Failure by the Client to notify AIIQ of a disputed Invoice within 5 days shall be deemed acceptance by the Client of the entire Invoice.

9. Change Requests

- 9.1 No Change Request from the Client is valid until accepted in writing by AIIQ.
- 9.2 Unless agreed otherwise in writing, AIIQ's usual rates (as specified in the SoW or otherwise provided to the Client) shall apply in respect of any Change Request undertaken by AIIQ.

10. Acceptance Testing

- 10.1 If subject to acceptance testing is specified in the SoW, the Client may assess the Services to determine if the Services provided by AIIQ meet the specification outlined in the SoW or to determine if they contain any defects.
- 10.2 The Client may, within three (3) working days after provision of Services by AIIQ, notify any defects or problems with the Services by providing AIIQ with written notice giving AIIQ a reasonable amount of time to rectify the alleged issued (which in default shall not be less than 10 business days). AIIQ shall rectify any bona fide defects specified in the written notice in a prompt and professional manner..
- 10.3 If the Client does not give written notice to AIIQ within seven (7) business days after AIIQ provides the Services notifying that the Services did not meet the specification outlined in the SoW, the Services is deemed to be accepted by the Client.

11. Intellectual Property

11.1 Background IP of AIIQ

- (a) For the purposes of this clause, Background IP means all Intellectual Property of AIIQ incorporated in the Services, including without limitation AIIQ's Proprietary Technology, but excluding the SaaS Platform which shall be separately licensed to the Client in accordance with clause 4.
- (b) The Client acknowledges that AIIQ retains ownership of all of AIIQ's Background IP.
- (c) AIIQ grants the Client a non-exclusive, perpetual, non-transferable, royaltyfree and worldwide licence to use, for the purposes of its day to day business, AIIQ's Background IP to the extent that it is contained within the Services.

- (d) The Client must not directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in the Background IP of AIIQ or the SaaS Platform or any documentation or Intellectual Property associated with it, except where expressly permitted by AIIQ.

11.2 Background IP of the Client

- (a) For the purposes of this clause, Client IP means all Intellectual Property of the Client contained in any information provided to AIIQ in the course of providing the Services.
- (b) AIIQ acknowledges that the Client retains ownership of all of Client IP.
- (c) The Client grants AIIQ a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use the Client IP to the extent that it is contained within the Services.

11.3 Third-Party IP

- (a) For the purposes of this clause Third-Party IP means any rights which are owned by a third-party that are attached to any deliverables included in the Services.
- (b) AIIQ shall grant to the Client such rights as the owner or licensor of the ThirdParty IP permits AIIQ to grant the Client.
- (c) AIIQ is not responsible for any loss or damages suffered by the Client arising from or in relation to the Third-Party IP.

11.4 Assignment of New IP to AIIQ

- (a) Any Intellectual Property generated by AIIQ for the Client in the process of providing the Services and/or deliverables (New IP) is owned absolutely by AIIQ and vests in AIIQ immediately.
- (b) To the extent that the Client may at any time acquire any Intellectual Property Rights in the New IP in or from the Services, the Client, by this Agreement, agrees to assign to AIIQ all such rights, title and interest to the New IP as set out in this Agreement.
- (c) AIIQ grants the Client a non-exclusive, perpetual, non-transferable, royalty free and worldwide licence to use, for the purposes of its day to day business, AIIQ's New IP to the extent that it is contained within the Services.
- (d) In addition to this Agreement, the Parties may enter into a formal written agreement to govern the assignment of Intellectual Property Rights, the terms of which shall prevail if there is any inconsistency with the terms of this Agreement.

12. **Confidentiality**

12.1 AIIQ will keep all Confidential Information in confidence during the term of this Agreement and on an ongoing basis after the term of this Agreement.

12.2 AIIQ must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Agreement; or
- (b) disclose any of the Confidential Information except in accordance with clauses 12.3 or 12.4.

12.3 AIIQ may disclose Confidential Information to its personnel if:

- (a) the disclosure is required to enable AIIQ to perform its obligations or to exercise its rights under this Agreement; and
- (b) prior to disclosure, AIIQ informs the person of AIIQ's obligations in relation to the Confidential Information under this Agreement.

12.4 Subject to clause 12.5, AIIQ may disclose Confidential Information that AIIQ is required to disclose:

- (a) to its legal advisors to enable its legal advisors to advise AIIQ in relation to its rights and obligations under this Agreement;
- (b) to its financial advisors and financiers to assist AIIQ in undertaking its evaluation in relation to a Sow in an Order and upon those person agreeing to maintain and protect absolute confidentiality of any Confidential Information disclosed to them;
- (c) by law or by order of any court or tribunal of competent jurisdiction; or
- (d) by any Government Agency, stock exchange or other regulatory body.

12.5 If AIIQ is required to make a disclosure under clause 12.4, AIIQ must:

- (a) to the extent possible, notify the Client immediately it anticipates that it may be required to disclose any of the Confidential Information; and
- (b) only disclose Confidential Information to the extent necessary to comply.

12.6 The Client and AIIQ must each assist the other to comply with its obligations under the Data Protection Laws in relation to Confidential Information.

13. Use of Systems

13.1 The Client may require AIIQ to use particular systems from time-to-time.

13.2 By agreeing to a Project, the Client agrees that it grants AIIQ access to systems, probe any hardware and do all such things so required to undertake the Project.

14. Policies and Guidelines

14.1 The Client will keep AIIQ aware of any policies or guidelines it has with respect to its business which AIIQ must follow. Failure to disclose such policies or guidelines will render them ineffective against AIIQ.

15. Customer Data

15.1 AIIQ acknowledges and agrees that it has no rights, title or interest in the Customer Data to the extent it is proprietary to the Client.

15.2 AIIQ and Client acknowledge and agree that to the extent the Customer Data comprises any Personal Data, that the Client is the 'data controller' or 'controller' and that AIIQ is the 'data processor' or 'processor' (as such terms are defined in Data Protection Laws).

15.3 Some of the Services may require a transfer of Customer Data to countries outside the European Union (EU) and/or may require access to Customer Data from outside the EU by AIIQ or a sub-processor of AIIQ. These countries may not have equivalent data protection laws to the EU.

15.4 The provisions of the Data Processing Addendum of AIIQ applicable from time to time shall govern the processing of any Personal Data by AIIQ during the provision of the Services and/or the performance of its obligations under this Agreement and contains details of any Services insofar as such may require a transfer of Customer Data outside the EU.

15.5 Data Storage: The Client acknowledges that the technical processing and storage of Customer Data is fundamental to the provision of the Services. The Client expressly consents to AIIQ storage of Customer Data and the back-up of that data onto various media in order to ensure the availability and integrity of the Services. The Client grants AIIQ a limited nonexclusive non-transferable licence to copy, store, record, transmit, maintain, display, view, print or otherwise use Customer Data to the extent necessary to provide the Services to the Client. The Client agrees that the licence to store and maintain Customer Data shall survive the termination of this Agreement for a maximum of 180 days.

15.6 Transmission of Data: The Client acknowledges that the technical processing of Client's Electronic Communications is fundamentally necessary for Client's use of the Services. The Client is responsible for securing a suitable internet connection and up to date browser software which supports Javascript in order to utilise the Services. The Client expressly consents to AIIQ interception and storage of Electronic Communications and/or Customer Data and/or Personal Data, and Client acknowledges and understands that Client's Electronic Communication will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by AIIQ. Client acknowledges that Electronic Communications may be accessed by unauthorised parties when communicated over the Internet, network communication facilities, telephone or other electronic means. The Client agrees that AIIQ is not responsible for any Electronic Communications and/or Customer Data and/or Personal Data which is delayed, lost, altered, intercepted or stored during the transmission of

any data whatsoever across networks not owned and/or operated by AIIQ, including, but not limited to, the Internet and Client's local network.

16. Promotion

16.1 Neither party shall associate the other with a Project when promoting the outcomes of the Project, without the prior consent of the other party. Unless otherwise notified in writing by the Client, the Client hereby consents to AIIQ to associate the Client with a Project when promoting the outcomes of the Project.

17. Liability & Indemnity

17.1 The Client agrees to indemnify and hold AIIQ harmless against any damage, loss or costs arising in relation to the Client's breach of this Agreement, except to the extent that the breach was caused or directly contributed to by AIIQ's gross negligence, fraud or willful misconduct.

17.2 In no circumstances will AIIQ be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Client's access to, or use of, or inability to use the Services, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not AIIQ knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.

18. Termination

18.1 This Agreement shall end when the Services have been completed by AIIQ in the reasonable opinion of the Client, or at any time agreed by the Parties in writing.

18.2 Without affecting any other rights or obligations of the Parties, either party may terminate this Agreement by giving 30 days' written notice.

18.3 Where a party is in breach of this Agreement, the other party may provide the breaching party a notice to remedy the breach within a reasonable time, which shall not be less than 10 business days. Should the breach remain unremedied then the other party may terminate this contract by written notice. Upon termination pursuant to this clause, the Client will remain liable to pay any Fees to AIIQ for all active and/or delivered Projects until the date of termination.

18.4 Should the Client terminate this Agreement without cause, it shall remain liable to pay any Fees that it had agreed to pay AIIQ for all active and/or delivered Projects.

19. Electronic Communication & Notices

19.1 The words in this clause that are defined in the Electronic Communications Act 2000 have the same meaning.

19.2 The Parties acknowledge and agree that this Agreement is binding upon each Party if executed digitally and conveyed by electronic communication.

19.3 A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.

19.4 Notices to the Client shall be sent to the address provided by the Client in the Order or any other relevant document.

19.5 Notices to AIIQ must be sent to:

AIIQ Ltd [166 Simms Road, London, England SE1 5LP] or [contact@aiiq.uk]

20. Assignment

20.1 The Client may not assign this Agreement or give, sub-licence, or transfer its rights and/or obligations including its right to use the Services or an interest in them to another individual or entity, without prior written consent from AIIQ. AIIQ may assign, subcontract, transfer or sublet its rights and interest in this Agreement in whole or in part.

21. Third Party Rights

21.1 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce any term of this Agreement.

22. Force Majeure

22.1 The obligations of each Party under this Agreement shall be suspended during the period and to the extent that such Party is prevented or hindered from complying with them by any Force Majeure

23. Entire Agreement

23.1 The Client agrees that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the Order, are the complete agreement for the Services ordered by the Client, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

23.2 It is expressly agreed that the terms of this Agreement and any Order shall supersede the terms in any purchase order or other non-AIIQ ordering document and no terms included in any such purchase order or other non-AIIQ ordering document shall apply to the Services ordered.

23.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement.

23.4 This Agreement may be amended by AIIQ in its discretion, as long as the quality of the Service is not materially degraded, by providing thirty (30) days' notice to the registered email address provided for the primary contact of the Client, as advised in an Order. This Agreement and any Order may not be modified by the Client and the rights and obligations may not be altered or waived by the Client except in a writing signed by the authorised representatives of the Client and of AIIQ.

24. **General**

24.1 **Disclaimer.** Each Party acknowledges that it has not relied on any representation, warranty or statement made by any other Party, other than as set out in this Agreement.

24.2 **Relationship.** The relationship of the Parties to this Agreement does not form a joint venture or partnership.

24.3 **Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

24.4 **Interpretation.** Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and the opposite also applies.
- (b) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (c) A reference to a clause refers to clauses in this Agreement.
- (d) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (e) Mentioning anything after includes, including, or similar expressions, does not limit anything else that might be included.
- (f) A reference to a Party to this Agreement or another agreement or document includes that Party's successors and permitted substitutes and assigns (and, where applicable, the Party's legal personal representatives).
- (g) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (h) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (i) A reference to **dollars** or **\$** is to an amount in lawful currency of the United States of America, a reference to **Euro** or **€** is to an amount in lawful currency of the European Union, and a reference to **GBP** or **£** is to an amount in lawful currency of the United Kingdom.

25. Governing Law and Jurisdiction

25.1 This Agreement and any dispute or claim arising out of or in connection with the subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales.

26. Dispute Resolution

26.1 If any dispute arises between the Client and AIIQ in connection with this Agreement (**Dispute**), then either Party may notify the other of the Dispute with a notice (**Dispute Notice**) which:

- (a) includes or is accompanied by full and detailed particulars of the Dispute; and
- (b) is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.

26.2 Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) of the Client and AIIQ must meet and seek to resolve the Dispute.

26.3 Subject to clause 26.4, a Party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.

26.4 Nothing in this clause prevents either Party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

26.5 Despite the existence of a Dispute, the Parties must continue to perform their respective obligations under this Agreement and any related agreements.