

Panoptics Global Limited

Panoptics Global Limited Terms and Conditions

1 General

1.1 In these terms and conditions (“**Terms**”), the following words will have the following meanings unless the context otherwise requires:

“Agreement”	the contract between Panoptics and the Customer for the provision of Services incorporating these Terms, the SOW and Schedules;
“Business Day”	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
“Charges”	The sums payable by the Customer for the Services as set out in the SOW [and Schedule X];
“Confidential Information”	the terms of this Agreement and any commercial, financial, marketing, technical, trade-secrets, employee, customer, supplier or other confidential information (however recorded or preserved) relating to either Party in connection with this Agreement, whether such information is labeled as such or else which should reasonably to be considered as confidential because of its nature and the manner of its disclosure;
“Customer Equipment”	equipment, including tools, systems, cabling or facilities, provided by or on behalf of the Customer, which is used directly or indirectly in the supply of the Services (including any such items specified in the SOW).
“Customer Materials”	all documents, information, items and materials in any form, whether owned by the Customer or a third party and which are provided by the Customer to Panoptics in connection with the Services;
“Deliverables”	all products, materials and outputs developed by Panoptics in relation to the Services and as specified in the SOW, in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts), but excluding any Panoptics Materials or Panoptics Equipment;
“Exchange Rate”	where any amount expressed in one currency needs to be expressed in or converted into a different currency, such exchange or conversion shall be by reference to the relevant exchange rate published as the spot exchange rate for the relevant date as published on the Bank of England website.
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, designs (registered or unregistered), rights in get-up, rights in goodwill or to sue for passing off, rights in designs, 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 (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world,

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together with all rights of action in relation to the infringement of any of the above;

"SOW"	the statement of work detailing the scope of the Services;
"Panoptics Equipment"	any equipment, including tools, systems, cabling or facilities, provided by Panoptics to the Customer and used directly or indirectly in the supply of the Services (including any such items specified in the SOW), whether owned by or licenced to Panoptics but excluding any such items which are the subject of a separate agreement between the Parties under which title passes to the Customer;
"Panoptics Materials"	all documents, information, items and materials in any form, whether owned by Panoptics or a third party and which are provided by Panoptics to the Customer in connection with the Services;
"Services"	any services that Panoptics is to supply to the Customer as set out in the SOW and Schedules and in accordance with the Agreement;
"Third Party Licences"	any contracts or licences for third-party software, hardware or other technology between the Customer and third parties which are administered by Panoptics or otherwise relevant to the Services;

1.2 These Terms will apply to all Services provided by Panoptics to the Customer as detailed in the SOW and Schedules. These Terms along with the SOW and Schedules are hereby incorporated into and will form the Agreement between the Parties and accordingly any reference to this Agreement will include the SOW, Terms and Schedules. Any terms and conditions which the Customer sends to Panoptics or otherwise refers to will not be binding on Panoptics unless Panoptics has agreed to these terms in writing.

1.3 In the event of any conflict or inconsistency between the SOW, the Terms and the Schedules, the Agreement will be interpreted based on the following descending order of hierarchy: (1) SOW; (2) Terms; (3) Schedules.

1.4 Unless the context otherwise requires: i) words in the singular will include the plural and in the plural will include the singular; and ii) a reference to one gender will include a reference to the other genders.

1.5 A reference to a Party includes its personal representatives, successors or permitted assigns.

1.6 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.7 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.8 No variation of this Agreement will be effective unless it is in writing and signed by the Parties or their authorised representatives. A reference to writing or written includes e-mails.

2 Services

2.1 Any quotation in whatever form given to the Customer by Panoptics is given subject to these Terms and does not constitute an offer to sell or supply. For the avoidance of doubt, the Customer acknowledges that Panoptics will not, at any time, be obliged to accept such quotation.

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- 2.2 This Agreement will only become binding upon execution by both of the Parties or Panoptics' commencement or execution of work pursuant to the SOW (whichever is earlier).
- 2.3 Panoptics will provide the Services and Deliverable (if applicable) using the reasonable skill and care of an experience IT service provider and will ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable Panoptics to fulfil its obligations under this Agreement.
- 2.4 The Services are provided at the Customer's request and the Customer accordingly accepts it is responsible for undertaking its own due diligence and verifying that the Services are suitable for its own needs.
- 2.5 Panoptics will use reasonable efforts to meet the performance dates specified in the SOW but any such dates will be indicative and estimates only.
- 2.6 The Customer acknowledges and agrees any Panoptics Equipment which is relevant to the provision of the Services and to which the Parties have agreed is payable by the Customer will be invoiced to the Customer in Pound Sterling (GBP) and calculated in accordance with the Exchange Rate at the time of placing the relevant order (as applicable).

3 Customer's Obligations

- 3.1 The Customer shall:
 - 3.1.1 promptly co-operate with Panoptics in good faith in all matters relating to the Services;
 - 3.1.1 promptly provide such information as may reasonably be required by Panoptics in the provision of the Services and will ensure that such information is accurate in all material respects;
 - 3.1.2 promptly provide such access to the Customer's premises, equipment, facilities and data as may reasonably be required by Panoptics in the provision of the Services including any Customer Equipment which the Customer shall ensure is in good working order and condition and is suitable for the provision of the Services;
 - 3.1.3 obtain and maintain all necessary licences and consents and comply with all applicable law as required to enable Panoptics to provide the Services, including with respect to the Customer Materials, Customer Equipment and installation and/or use of the Panoptics Equipment (as applicable).
 - 3.1.4 keep and maintain the Panoptics Equipment in good condition and in accordance with Panoptics' instructions from time to time and shall not dispose of or use the Panoptics Equipment other than in accordance with Panoptics' written instructions or authorisation;
 - 3.1.5 promptly notify Panoptics if it reasonably believes or suspects that wrong assumptions have been made or otherwise wrong directions have been taken by Panoptics;
 - 3.1.6 take all reasonable steps to ensure the health and safety of the Panoptics personnel to the extent they are at the Customer's premises;
 - 3.1.7 be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;

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- 3.1.8 comply with such of Panoptics' policies and procedures as deemed reasonably necessary by Panoptics and as set out in Schedule [X] or as may be communicated to the Customer from time to time;
 - 3.1.9 not engage in any conduct detrimental to or which may otherwise bring Panoptics into disrepute;
 - 3.1.10 notify Panoptics in writing if the Customer suffers or is reasonably likely to suffer an event of insolvency (including bankruptcy, administration, receivership, liquidation, winding-up, voluntary arrangements or any similar event)
 - 3.1.11 comply with its obligations pursuant to the Modern Slavery Act 2015; and
 - 3.1.12 not engage in any activity, practice or conduct which would constitute either a UK bribery or tax evasion facilitation offence or a foreign bribery or tax evasion facilitation offence under applicable law (including the Criminal Finances Act 2017).
- 3.2 To the extent Panoptics' performance of its obligations under the Agreement is prevented or delayed in any way by any act or omission of the Customer or the Customer's employees, personnel, agents, sub-contractors, Panoptics is not liable for such delay or non-performance and the Customer will in all circumstances be liable to pay to Panoptics on demand all reasonable charges or losses sustained or incurred by Panoptics subject to Panoptics confirming such charges and losses to the Customer in writing.
- 3.3 The Customer agrees not to, without the prior written consent of Panoptics, at any time from the date of the Agreement to the expiry of six months after the completion of the Services, employ, solicit, entice away or endeavour to employ, solicit or entice away any person with whom the Customer comes into contact with during the provision of the Services, and whether such person is, or has been, engaged as an employee or sub-contractor of Panoptics.

4 Charges and Payment

- 4.1 In consideration of the provision of Services by Panoptics, the Customer will pay each invoice submitted to it by Panoptics by electronic transfer in full, and in cleared funds, within 30 days of the invoice date to a bank nominated by Panoptics from time to time.
- 4.2 Unless specified otherwise, all Charges will be in Pound Sterling (GBP), exclusive of VAT which is payable by the Customer at the prevailing rate and time for payment is of the essence.
- 4.3 Without prejudice to any other right or remedy that Panoptics may have, if the Customer fails to pay Panoptics on the relevant due date Panoptics reserves the right to:
- 4.3.1 charge interest on such sum in accordance with the statutory interest rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment; and
 - 4.3.2 suspend provision of any or all part of the Services until payment has been made in full by the Customer.
- 4.4 Notwithstanding anything to the contrary, all Charges payable to Panoptics under this Agreement will become due immediately on termination of the Agreement, howsoever arising.
- 4.5 The Customer will pay all amounts due under this Agreement in full without any deduction, set-off, counterclaim or withholding except as required by law. Panoptics may at any time, without

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limiting any other rights or remedies it may have, set off any liability of the Customer to Panoptics against any liability of Panoptics to the Customer Panoptics.

5 Third Party Licences

- 5.1 To the extent Third Party Licences are required for the provision of the Services and the Parties have agreed this in writing, Panoptics will provide such Third Party Licences to the Customer under the standard licence terms provided by the relevant third parties, copies of which will be provided to the Customer, and the Customer agrees to be bound by such licence terms.
- 5.2 The Customer agrees to comply with the Third Party Licences and will indemnify Panoptics in full against all claims, costs, expenses or liabilities howsoever arising suffered or incurred as a result of the Customer's breach of such Third Party Licences.
- 5.3 The Customer acknowledges and agrees the Customer's breach of any Third Party Licences will be deemed a material breach of this Agreement.

6 Intellectual Property

- 6.1 Subject to the exclusion of any Customer Materials, all Intellectual Property Rights in the Panoptics Materials and Deliverables will be owned by and remained vested in Panoptics or its licensors (as the case may be). Panoptics hereby grants the Customer a royalty-free, worldwide, non-exclusive, non-transferable licence during the term of this Agreement to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the Parties. Notwithstanding anything to the contrary, to the extent Panoptics terminates the Agreement pursuant to clause 9, the licence pursuant to this clause will automatically terminate.
- 6.2 All Intellectual Property Rights in the Customer Materials will be owned by and remained vested in the Customer or its licensors (as the case may be). Panoptics hereby grants the Customer a royalty-free, worldwide, non-exclusive, non-transferable licence during the term of this Agreement to such extent as is necessary to enable Panoptics to provide the Services and Deliverables in accordance with the terms of the Agreement.
- 6.3 Panoptics warrants that the receipt and use of the Services and Deliverables by the Customer in accordance with the terms of this Agreement will not infringe the Intellectual Property Rights of any third party and will indemnify the Customer in full against all claims, costs, expenses or liabilities arising out of or in connection with a claim by a third party that the use of the Services and/or Deliverables infringes the Intellectual Property Rights of that third party ("**IPR CLAIM**"), except where such IPR claim:
 - 6.3.1 results from unauthorised modification of the Deliverables;
 - 6.3.2 is caused by the Customer's use of the Services and/or Deliverables in combination with software, hardware or other technology or deliverables not supplied or approved by Panoptics;
 - 6.3.3 arises as a result of the Customer's use of the Services and/or Deliverables in breach of this Agreement].
- 6.4 The Parties agree that in respect of the indemnity given in clause 6.3:
 - 6.4.1 The Customer shall give written notice to Panoptics of any claims or proceedings immediately following receipt of them;

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- 6.4.2 The Customer shall make no admission of liability and shall give Panoptics the sole authority to settle the claims or proceedings at Panoptics' cost;
- 6.4.3 The Customer shall give Panoptics all reasonable help and cooperation in connection with the claims or proceedings, at Panoptics' cost and expense.
- 6.5 The Customer will indemnify Panoptics in full against all claims, costs, expenses or liabilities arising out of or in connection with a claim by a third party that the use of the Services and/or Deliverables infringes the Intellectual Property Rights of that third party, where such claim arises as a result of clauses 6.3.1-6.3.3 (inclusive).

7 Confidentiality

- 7.1 Each Party will, during this Agreement and for a period of 5 years after termination of this Agreement howsoever arising, keep in strict confidence all Confidential Information concerning a Party's business, affairs, services, products, customers, clients, customers or suppliers except as permitted in clause 7.2.
- 7.2 The Customer acknowledges that Panoptics' Confidential Information includes any designs, plans, software or other materials created by Panoptics in connection with the Services and the Customer agrees not to make use of any such material for any purpose other than receipt of the Services from Panoptics.
- 7.3 Each Party is permitted to disclose the other Party's Confidential Information :
 - 7.3.1 to its employees, officers, directors or sub-contractors ("**Authorised Representatives**") to the extent such persons have a need to know such information in carrying out its obligations pursuant to or in connection with this Agreement and provided that it informs such Authorised Representatives of the confidential nature of information prior to disclosure and at all times remains responsible for such Authorised Representatives' compliance with the confidentiality obligations set out in this clause;
 - 7.3.2 to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible;
 - 7.3.3 to the extent such information is already in the public domain or enters the public domain through no act or default on the part of the receiving Party.

No Party shall use any of the other Party's Confidential Information for any purpose other than as necessary to exercise its rights and perform its obligations under or in connection with this Agreement.

- 7.4 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.
- 7.5 The provisions of this clause 7 will continue to apply for a period of 5 years after termination of this Agreement.

8 Limitation of Liability

- 8.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

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- 8.2 Nothing in this Agreement limits or excludes liability for:
- 8.2.2 death or personal injury caused by a Party's negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 8.2.3 fraud or fraudulent misrepresentation; or
 - 8.2.4 any other liability which cannot be limited or excluded by law.
- 8.3 Subject to clause 8.2:
- 8.3.1 Panoptics will not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise, for loss of profits; loss of business; loss of or damage to goodwill or reputation; loss of contracts; loss of use; loss or corruption of data or information; or any indirect or consequential loss or damage arising under or in connection with Agreement, the Services; and
 - 8.3.2 Panoptics' total aggregate liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution, under an indemnity or otherwise, arising in connection with the performance or contemplated performance of Agreement will not exceed the lower of (i) 125 % of the Charges; or (ii) the actual proceeds received by Panoptics under its relevant insurance policy in respect of the liability in question.

9 Term and Termination

- 9.1 This Agreement is effective from the Start Date as set out in the SOW and unless terminated earlier in accordance with this clause 9, shall continue for the term as set out in the SOW.
- 9.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
- 9.2.1 the other Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 45 days after being notified in writing to do so; or
 - 9.2.2 the other Party suspends, or threatens to suspend, payment of its debts; is unable to pay its debts as they fall due or admits inability to pay its debts; or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; (being a partnership) has any partner to whom any of the foregoing apply;
 - 9.2.3 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2.2; or
 - 9.2.4 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.3 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 will remain in full force and effect.
- 9.4 Termination of this Agreement, for any reason, will not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.

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9.5 Upon termination of this Agreement for any reason:

- 9.5.1 Panoptics will immediately cease provision of the Services and Deliverables;
- 9.5.2 the Customer will be liable to pay on demand all reasonable charges, expenses or other costs sustained or incurred by Panoptics up until the effective date of termination of the Agreement (including without limitation with respect to the Panoptics Equipment), subject to Panoptics confirming such charges, expenses or costs to the Customer in writing.
- 9.5.3 unless required to be retained by law, each Party will promptly return or destroy (at the disclosing Party's option) and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party;
- 9.5.4 the Customer will promptly return any Panoptics Equipment and in the event the Customer fails to do so, Panoptics reserves the right to enter the Customer's premises and take possession of such equipment. The Customer acknowledges and agrees until time as the Panoptics Equipment is back in Panoptics' possession, the Customer is solely responsible for its safekeeping.
- 9.5.5 Panoptics may destroy or otherwise dispose of any Customer Materials in its possession unless Panoptics receives, no later than 10 days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the most recent backup of the Customer data. Panoptics will use reasonable commercial efforts to deliver the backup to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Charges and other expenses outstanding at, and resulting from, termination (whether or not due at the date of termination). The Customer will pay all reasonable expenses incurred by Panoptics in returning or disposing of Customer Materials.

10 Data Protection

- 10.1 Panoptics shall not be required to process any personal data as part of the Services unless it is agreed expressly set out in the SOW or otherwise agreed in writing between the Parties. In such event, the provisions of this clause 10 and Schedule X shall apply.
- 10.2 In the event Panoptics has access to personal data which is not expressly agreed and set out in writing between the Parties, upon reasonably becoming aware of such access, Panoptics shall promptly and at the Customer's option, return or securely destroy such data.

11 Force Majeure

- 11.1 Panoptics will not in any circumstances have any liability to the Customer under the Agreement if it is prevented from, or delayed in, performing its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its or its suppliers or subcontractors' (as applicable) reasonable control, including, without limitation, strikes; lock-outs or other industrial disputes (whether involving the workforce of Panoptics or any other party); loss of internet connectivity; failure of a utility service or transport network; act of God or natural disaster; war; riot; civil commotion; terrorist attacks; malicious damage; compliance with any law or governmental order; rule; regulation or direction; accident; breakdown of plant or machinery; fire; flood; storm; or failure or default of suppliers or sub-contractors (each a "**Force Majeure Event**").
- 11.2 Subject to Panoptics promptly notifying the Customer in writing of the cause and likely duration of the delay or non-performance and provided that Panoptics uses reasonable efforts to limit

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the effect of such Force Majeure Event, such delay or failure will not constitute a breach of this Agreement and the time of performance of such obligations will be extended accordingly. Notwithstanding this, to the extent performance is not resumed within 90 days after such notice, either Party will have the right to terminate the Agreement on 90 days' notice, unless the Parties agree otherwise in writing.

12 Assignment and Sub-contracting

- 12.1 Panoptics will be entitled to assign, transfer or sub-contract all or any of its obligations under this Agreement to a third party.
- 12.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of Panoptics.

13 Status

- 13.1 Each of the Parties agrees that it has the power and authority to enter into the Agreement and has obtained all necessary approvals to do so.
- 13.2 The relationship of Panoptics to the Customer will be that of independent contractor acting at arm's length and nothing contained in this Agreement will render Panoptics or any of its staff an employee, worker, agent or partner of the Customer. Any employees working for Panoptics are not employees of the Customer and as such, they are not entitled to any employment related benefits from the Customer.
- 13.3 Panoptics will have no authority (and will not hold itself out as having authority) to commit the Customer to any legally binding commitments or contracts or to interfere in the running of the Customer's affairs or business. The Customer may provide Panoptics or its staff with general guidance to assist Panoptics in completing the Services but Panoptics is ultimately responsible for directing and controlling the performance of the Services, in accordance with the terms and conditions of this Agreement.

14 Third Party Rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15 Notices

- 15.1 Any notice or other communication to be served on either of the Parties by the other will be in writing and sent by pre-paid recorded delivery, registered post or by email to the address of the relevant Party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one Party to the other from time to time. Notices will be deemed to have been duly given:
 - 15.1.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;
 - 15.1.2 when sent by email, if a successful transmission report or return receipt is generated;
 - 15.1.3 on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid;
 - 15.1.4 on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.

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16 Publicity

Panoptics reserves the right to reference the Customer, including the Customer's logo, as a client or customer of Panoptics on its website or other marketing materials in connection with Panoptics' services.

17 Severance

17.1 If any court or competent authority finds that any provision of the Agreement (or part of any provision of the same) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

17.2 If any invalid, unenforceable or illegal provision of the Agreement or these Terms would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable, to achieve the intended commercial result of the original provision.

18 Waiver

A waiver of any right or remedy under the Agreement is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

19 Entire Agreement

19.1 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.

19.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement, provided always that nothing in this clause will limit or exclude any liability for fraud.

20 Rights & Remedies

Except as otherwise expressly provided in this Agreement, all rights contained in this Agreement and all remedies available to either Party for breach of this Agreement are cumulative and may be exercised separately or concurrently. The exercise of any one right or remedy will not be deemed an election of such right or remedy to the exclusion of other rights and remedies. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

21 Dispute Resolution

21.1 Either Party will be entitled to serve a notice (a "**Dispute Notice**") notifying the other Party that there is a matter in dispute in relation to or otherwise in connection with the Agreement. The Parties will have a period of 14 days from the date of the Dispute Notice to resolve the dispute. If following the 14 day period the matter has not been resolved, the parties will in good faith seek to resolve that dispute through mediation.

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21.2 Nothing in this clause will prevent either Party seeking a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary.

22 Governing Law

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) will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts in respect thereof.