



Minty Digital LTD Service Level Agreement

1.1 For Non-EEA Clients (Including UK and US): Minty Digital LTD, incorporated and registered in England and Wales with company number 11088414, whose registered office is at Cemoc House, Rectory Drive, Wootton Bridge, Ryde, Isle of Wight, England, PO33 4QQ, and whose email address for notices and communications is accounts@mintydigital.com.

1.2 For European Economic Area (EEA) Clients: Minty Digital SL, incorporated and registered in Spain with CIF/NIF: B04959003, whose registered office is at C/ del Consell de Cent, 153, L'Eixample, 08015 Barcelona, and whose email address for notices and communications is accounts@mintydigital.com.

BACKGROUND

- (A) Minty Digital is engaged in the business of providing services relating to Search Engine Marketing.
- (B) Client wishes to engage Minty Digital to provide the Services
- (C) The client may purchase Services from time to time by agreeing on a Statement Of Work with Minty Digital or via purchasing directly from the website.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to this agreement and in any other agreement between the parties.

1 Brand Guidelines: Client's brand guidelines are provided to Minty Digital from time to time.

2 Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

3 Charges: the charges in respect of the Services set out in a Statement Of Work.

4 Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together its **Representatives**) to the other party and that party's Representatives in connection with this agreement or any Statement Of Work that is either labelled as such or else that should reasonably be considered as confidential because of its nature and the manner of its disclosure.

5 Deliverables: the reports, analyses, statistics, content and other materials required to be delivered by Minty Digital in accordance with this agreement and a Statement Of Work.

6 Effective Date: the date of this agreement.



- 7 **Following Term:** the period of 12 months commencing from either the end of the Initial Term or any subsequent anniversaries of the end of the Initial Term.
- 8 **Initial Term:** the period of 12 months from the Effective Date, subject to earlier termination in accordance with this agreement.
- 9 **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, rights to goodwill or to sue for passing off (or unfair competition), rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, and 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.
- 10 **Losses:** all actual losses, damages, costs, expenses (including reasonable professional advisers' costs and disbursements, reasonable legal costs and disbursements) incurred by the relevant party. The term Loss shall have a corresponding meaning.
- 11 **Materials:** the content provided to Minty Digital by Client from time to time in order for Minty Digital to perform the Services.
- 12 **Pre-Existing Work:** the works, concepts, items and materials either developed or procured to be developed by Minty Digital or its personnel at any time for use in relation to Minty Digital's business or any or all of Minty Digital's customers generally and not specifically for the provision of the Services or Deliverables to Client.
- 13 **Services:** services relating to search engine optimisation, digital public relations and Google ads required to be provided by Minty Digital pursuant to a Statement Of Work.
- 14 **Statement Of Work:** a document substantially in the form of the template statement of work set out in Schedule 1 describing the Services and Deliverables to be provided by Minty Digital to Client, which is agreed between the parties and signed by their authorised representatives.
- 15 **Term:** the Initial Term and any subsequent Following Term.
- 16 **Unsuitable Content:** any material or content that is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party's Intellectual Property Rights.
- 17 **Virus:** any thing or device (including any software, code, file or program) whose purpose or possible function is to deliberately disable a computer or network or impair or adversely affect its performance or prevent or hinder access to any program or data, or impair the operation of any program or the reliability of any data including a computer virus, trojan horse, worm, logic bomb, back door or similar item.
- 18 **Website:** the website or websites at the URLs listed in a Statement Of Work.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement or any Statement Of Work.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Any words following the terms **including, include, in particular** 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
- 1.9 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.
- 1.10 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedule, the provisions in the main body of this agreement shall prevail.
- 1.11 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

2. Structure of Agreement

- 2.1 This agreement is structured so that individual Statements of Work will be entered into by the parties and such Statements of Work are governed by and subject to this agreement. In the event of inconsistency or conflict between this agreement and any Statement Of Work, the terms of the Statement Of Work shall take precedence to the extent of the conflict or inconsistency.
- 2.2 This agreement does not commit Client to purchase any Services or Deliverables and, likewise, does not commit Minty Digital to provide any Services or deliver any Deliverables. Client only becomes committed to purchasing and Minty Digital only becomes committed to providing any Services or delivering any Deliverables upon signature by both parties of a Statement Of Work in respect of such Services and Deliverables.

- 2.3 Each Statement Of Work shall specify (as applicable) the scope of the Services and Deliverables, any obligations of each party additional to those set out in this agreement and the Charges relevant to each Statement Of Work.
- 2.4 Each Statement Of Work unless otherwise agreed by the parties shall constitute a separate contract under this agreement and any defined terms used in each Statement Of Work shall have the same meaning as set out in this agreement.

3. Services

3.1 Minty Digital shall:

- (a) assist in the preparation of any Statement Of Work;
- (b) provide the Services in accordance with the Statement Of Work;
- (c) comply with the Brand Guidelines when:
 - (i) preparing and providing the Deliverables; and
 - (ii) performing the Services;
- (d) comply with Client's information and IT security measures as communicated to Minty Digital when performing the Services; and
- (e) deliver the Deliverables to Client,

all in accordance with the terms of this agreement, the applicable Statement Of Work and any other terms agreed in writing with Client.

- 3.2 Client acknowledges and agrees that Minty Digital does not guarantee first position or consistent top ten positions for any particular keyword, phrase or search term as it is solely at the discretion of the search engines themselves to list a Website.
- 3.3 Client agrees that target Deliverables and KPIS can not always be guaranteed and Minty has no control over the policies of search engines and webmasters.
- 3.4 Client acknowledges that Minty Digital has no control over the policies of search engines with respect to the type of websites and/or content that they accept or the way in which websites are ranked either now or in the future. As a result, any search engine may:
- (a) stop accepting submissions from Minty Digital for an indefinite period of time with or without notice; or
 - (b) cease to list a Website at its discretion, however should a Website not reappear within thirty (30) days of it not being listed then Minty Digital will re-optimize the applicable Website based on the current policies of the relevant search engine at a cost to be agreed between the parties,

and Minty Digital shall not be liable to Client for any such actions of search engines.

- 3.5 Minty Digital is not responsible for changes made to the Website by:

- (a) other parties; or
- (b) Client in choosing to link to or obtain a link from a particular website without prior consultation with Minty Digital,

that adversely affects the search engine rankings of the Website.

- 3.6 Minty Digital shall not be responsible for Client overwriting actions taken by Minty Digital as part of the Services.
- 3.7 Minty Digital shall promptly report to Client any material issues with the performance of the Services and/or Websites. Upon the reasonable request of Client, and subject to an agreement on costs between the parties, Minty Digital shall use reasonable endeavours to correct any such material issues with the performance of the Services and/or Websites.

4. Deliverables

- 4.1 Minty Digital shall include in the Deliverables only Materials and any other content that it has developed pursuant to the Statement Of Work.
- 4.2 Minty Digital warrants, represents and undertakes that all content (excluding the Materials) that it develops for the Deliverables pursuant to this agreement or any applicable Statement Of Work will not contain Unsuitable Content. Minty Digital shall notify the Client immediately if it becomes aware that any content in the Deliverables may be Unsuitable Content.
- 4.3 Billable rate includes any time spent on client work including deliverable work, client calls, responding to client requests via email, software licensing costs or any other additional request by the client that is not included within the main scope of works. It's at the sole discretion of the supplier if they decide to deliver additional work outside of the main scope as an unbillable item.
- 4.4 If the client has additional requests and this goes over our budgeted scope we will inform the client via email and if required, provide the additional work that month at our daily rate if agreed by both parties in writing.
- 4.5 After each 12-month contract period, we will review all elements of delivery cost for our services and amend in line with current market rates. Any increase in service cost will be communicated in writing at a minimum of 30 days before the renewal of service. It will be entirely down to the client if they choose to continue at the revised cost.

5. Client obligations

Solely for the purposes of Minty Digital providing the Services, Client agrees to provide the following:

- (a) administrative or back-end access to the Website for analysis of its content and structure;
- (b) permission for Minty Digital to make changes to the Website for the purpose of providing the Services;
- (c) permission for Minty Digital to communicate directly with any applicable third parties connected with the Website (for example, Client's web designer) in order to provide the Services;
- (d) access to existing traffic statistics for the Website in order for analysis and tracking purposes; and
- (e) where the Website is lacking in textual content, Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages.

6. Charges and payment

- 6.1 Unless otherwise stated, Minty Digital shall invoice the Client for all the relevant Charges at or before the start of each calendar month in respect of Services to be provided during that month and any Services provided in the previous month but not invoiced.

7. Licences and Intellectual Property Rights

- 7.1 Subject to clause 7.2, and provided that Client has paid all Charges due to Minty Digital in relation to the relevant Services and Deliverables, all Intellectual Property Rights in the Deliverables shall vest in and belong to Client absolutely, and Minty Digital hereby assigns with full title guarantee and free from all encumbrances and rights of third parties all such Intellectual Property Rights in the Deliverables to Client.
- 7.2 To the extent that any Pre-Existing Work is incorporated into the Deliverables, it shall remain the property of Minty Digital. Subject to clause 7.1, Minty Digital hereby grants (and if the Pre-Existing Work shall include any third-party materials, procure the grant from these third parties) to Client a non-exclusive, transferable, irrevocable, worldwide and perpetual licence to use such Pre-Existing Work as part of the Deliverables.
- 7.3 Client grants Minty Digital a limited, non-exclusive, non-transferable, revocable and worldwide licence to access and use the:
- (a) Websites;
 - (b) Materials; and
 - (c) name, logo, company name and trademark of Client,

solely to provide the Services to Client in accordance with this agreement and the Brand Guidelines during the Term and to showcase Minty Digital's work for Client by way of marketing, PR, tender material and case studies.

7.4 Minty Digital shall not, without the written consent of Client (which Client may withhold in its sole discretion) bid on or otherwise purchase any keyword that contains:

- (a) a trade mark, trade name, service mark or logo of Client; or
- (b) any term that is materially similar to, any such trade mark, trade name, service marks or logo of Client,

in order to improve the Website's preferential placement in any search engine results.

8. Indemnity

8.1 The parties shall indemnify each other as follows:

- (a) Minty Digital (**Indemnifying Party**) shall indemnify the Client (**Indemnified Party**) from and against all Losses arising as a result of any action or claim that (as applicable) the Client's use, possession and/or ownership rights to the Deliverables, receipt of the Services and use or possession of any Pre-Existing Works in accordance with this agreement or any applicable Statement Of Work (**Claim**) constitute an infringement of Intellectual Property Rights of a third party.
- (b) The Client (**Indemnifying Party**) shall indemnify Minty Digital (**Indemnified Party**) from and against all Losses arising as a result of any action or claim that (as applicable) Minty Digital's use and possession of the Materials in accordance with this agreement or any applicable Statement Of Work (**Claim**) constitutes an infringement of Intellectual Property Rights of a third party.

8.2 The Indemnified Party (under se 8.1(a) or 8.1(b) as the case may be) shall:

- (a) notify the Indemnifying Party in writing of the Claim upon becoming aware of it;
- (b) make no admissions or settlements of the Claim without the Indemnifying Party's prior written consent;
- (c) give the Indemnifying Party all reasonable information and assistance that the Indemnifying Party may reasonably require (at the Indemnifying Party's cost) in relation to a Claim; and
- (d) allow the Indemnifying Party complete control over the litigation and settlement of any Claim.

8.3 The Indemnifying Party (under 8.1(a) or ause 8.1(b) as the case may be) shall control the litigation and settlement of any Claim and keep the Indemnified Party informed at reasonable intervals of the Claim.

9. Warranties

9.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement and any Statement Of Work.

9.2 Client warrants represents and undertakes that:

- (a) any Materials provided to Minty Digital are owned by Client; or
- (b) it has received the necessary consents or permissions to use the Materials in accordance with this agreement and any Statement Of Work from the applicable owner(s).

9.3 Minty Digital warrants, represents and undertakes that:

- (a) it shall perform the Services with all reasonable skill and care;
- (b) the Deliverables will conform to their description set out in this agreement or any Statement Of Work;
- (c) in providing the Services and Deliverables it will not use any techniques or commit any act or do anything that breaches any applicable laws, regulation or search engine rules;
- (d) it will use personnel to provide the Services who are suitably skilled, trained and experienced;
- (e) it will ensure that the manner in which the Services are performed or provided does not adversely affect the name, reputation or business of Client;
- (f) it will use reasonable commercial endeavours to ensure that the Deliverables will be free from all Viruses; and
- (g) it shall only access those areas of the Websites that are necessary for the purposes of performing its obligations under this agreement or any applicable Statement Of Work and it shall not modify (or do anything that would have the effect of modifying) the content of the Websites except for as permitted in this agreement and/or any Statement Of Work.

10. Limitation of liability and insurance

10.1 Nothing in this agreement or any Statement Of Work shall operate to exclude or limit either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) a breach of 12;
- (d) the indemnities in ause 8.1(a) and 8.1(b); or
- (e) any other liability that cannot be excluded or limited under applicable law.

10.2 Subject to 10.1, neither party shall be liable to the other party for any loss of profit or indirect, special or consequential losses or damages.

10.3 Subject to 10.1 and 10.2, each party's aggregate liability to the other party in respect of claims arising out of or in connection with this agreement, any Statement Of Work or any collateral contract, whether in contract tort (including negligence), breach of statutory duty or otherwise, shall

circumstances exceed 100% of the Charges paid or payable by Client in the 12 months preceding the claim.

Term and Termination

- 10.4 This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with this **11**, for the Initial Term, after which it shall renew automatically for consecutive Following Terms unless, no later than 3 (three) months before the end of the Initial Term or any Following Term, either of the parties gives notice in writing that the term of the agreement shall be terminated at the end of the then-current Initial Term or Following Term.
- 10.5 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement or any Statement Of Work and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this agreement or any Statement Of Work 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 or any Statement Of Work;
 - (c) if the other party 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 as if the words "it is proved to the satisfaction of the court" did not appear in section 123(1)(e) or 123(2) of the IA 1986), or (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, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (d) the other party 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 any of its creditors other (being a company) 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;
 - (e) 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 other party (being a company, limited liability partnership or partnership) 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;
 - (f) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an

administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

- (g) the holder of a qualifying floating charge over the assets of that other party (being a company, or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party 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 other party's assets and such attachment or process is not discharged within 14 days;
- (j) 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 11.2(c) to 11.2(j) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

10.6 On expiry or termination of this agreement or a Statement Of Work:

- (a) all applicable licences granted to Minty Digital under this agreement or a Statement Of Work (as the case may be) shall terminate immediately;
- (b) Minty Digital shall at Client's request, either promptly return or destroy all Confidential Information and/or Materials belonging to Client and connected with this agreement or a Statement Of Work (as the case may be) in its possession and control and issue a certificate of such return and/or destruction. For avoidance of doubt, if any Confidential Information and/or Materials are stored within computer systems owned or controlled by Minty Digital, Minty Digital shall ensure that such Confidential Information and/or Materials are, as far as commercially possible and subject to any records that are required to be kept by Minty Digital, expunged from such computer systems;
- (c) on request, certify in writing to Client that it has complied with the requirements of 11.5(b); and
- (d) Client shall pay undisputed Charges that are due and payable to Minty Digital.

10.7 On termination of this agreement or a Statement Of Work (however arising) the accrued rights and liabilities of the parties as at termination, and any clauses which, explicitly or by implication are intended to survive, shall survive and continue in full force and effect.

- 10.8 Termination of this agreement or any Statement Of Work shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by 12.2.
- 11.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such Confidential Information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement or a Statement Of Work. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this 12; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 11.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement or any Statement Of Work.

12. Force majeure

Neither party shall be in breach of this agreement or any Statement Of Work nor liable for delay in performing, or failure to perform, any of its obligations under this agreement or any applicable Statement Of Work if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 14 days, the party not affected may terminate this agreement or any applicable Statement Of Work by giving 14 days' written notice to the affected party.

13. Notices

- 13.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (b) sent by email to the relevant address specified in the relevant Statement Of Work.
- 13.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at noon on the third Business Day after posting;
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume and in this se 14.2(c), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 13.3 This 14 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.
- 13.4 A notice given under this agreement is not valid if sent by fax.

14. Announcements

No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, or any Statement Of Work, without the prior written consent of the other party, except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

15. Assignment and subcontracting

This agreement and any Statement Of Work is personal to the parties and neither party shall assign, transfer, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement or any Statement Of Work without the prior written consent of the other party.

16. No partnership or agency

- 16.1 Nothing in this agreement or any Statement Of Work is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute that any party is the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. Entire agreement

- 17.1 This agreement and any Statement Of Work 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.

17.2 Each party acknowledges that in entering into this agreement or any Statement Of Work it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or any Statement Of Work.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement or any Statement Of Work.

18. Independent Contractors

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

19. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement, any Statement Of Work or by law shall constitute a waiver of that or any other right or remedy, nor shall 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 shall preclude or restrict the further exercise of that or any other right or remedy.

20. Variation

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

21. Severance

21.1 If any provision or part-provision of this agreement or any Statement Of Work is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement or any Statement Of Work.

21.2 If any provision or part-provision of this agreement or any Statement Of Work is deemed deleted under 22.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Further assurance

At any time after the date of this agreement each of the parties shall, at the request and cost of the requesting party, execute or procure the execution of such documents and do or procure the doing of such acts and things as the party so requiring may reasonably require for the purpose of giving to the party so requiring the full benefit of all the terms and conditions of this agreement and any Statement Of Work.

23. Invalidity

If any provision of this agreement or any Statement Of Work shall be held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of this agreement or any Statement Of Work in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this agreement or any Statement Of Work in any other jurisdiction shall not be affected

24. Costs

Subject to any express provision in this agreement or any Statement Of Work to the contrary, each party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this agreement and any Statement Of Work.

25. Counterparts

- 25.1 This agreement or any Statement Of Work may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement or Statement Of Work.
- 25.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement.
- 25.3 No counterpart shall be effective until each party has provided to the others at least one executed counterpart.

26. Governing law

This agreement, any Statement Of Work and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of Spain.

27. Jurisdiction

For Clients Contracting with Minty Digital LTD: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, any Statement Of Work or their subject matter or formation.

For Clients Contracting with Minty Digital SL: Each party irrevocably agrees that the courts of Barcelona, Spain shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, any Statement Of Work or their subject matter or formation.

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