

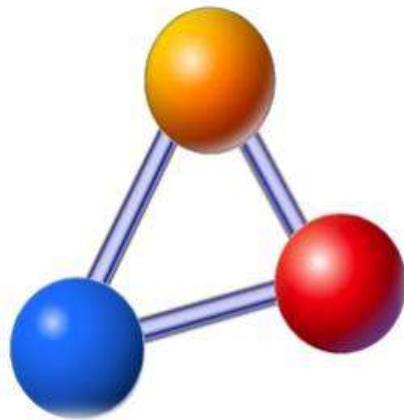


SUB

INTRODUCTION

AGREEMENT

TEMPLATE LTD



This Agreement is entered into on Date 2011

Between

(1) NN Limited, a company registered in the UK with registered number 123456 whose registered office is at 13 Avenue, London, UK (the "Master Introducer"); and

(2) Name, of Street, Oxford, UJS (the "Introducer").

BACKGROUND

- A) The Master Introducer has been appointed as a master introducer of potential customers for a banking system provided by ABC and TEMPLATE.
- B) The Introducer understands the banking industry and has contacts in the UK and wishes to introduce potential banking clients to the Master Introducer with a view to those clients entering into a contract to use the TEMPLATE banking system.
- C) This Agreement sets out the terms governing the basis upon which introductions shall be made by the Introducer to the Master Introducer in the UK.

1.0 INTERPRETATION

1.1 Definitions. In this Agreement, the following definitions apply:

Agreement: the agreement between the Introducer and the Master Introducer for the supply of Introductions as set out in these terms, as amended in accordance with clause 0 .

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

Commissions: the commissions payable by the Master Introducer to the Introducer for the supply of the Introductions in accordance with clause 0 .

Commencement Date: as at the date of signature of this Agreement.

Control: in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person (or persons):

(a) by means of the holding of shares, or the possession of voting power, in or in relation to, that or any other body corporate; or

(b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate,

and a **Change of Control** occurs if a person who controls any body corporate ceases to do so or if another person acquires control of it.

Date of Operational Go Live: the date on which the bank launches the system to customers of the bank which incurs a User or Transaction Fee to be paid.

Expert: a person appointed in accordance with clause 9 to resolve disputes arising in respect of the subject matter of clauses 0 and 5.

Group: in relation to a company, that company, its subsidiaries, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a group is a member of the group.

Unless the context otherwise requires, the application of the definition of Group to any company at any time shall apply to the company as it is at that time.

holding company and **subsidiary**: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

Introductions: introductions of potential license buyers and/or investors by the Introducer to the Master Introducer in respect of the System.

Introduced Party: means a party introduced by the Introducer to the Master Introducer in connection with the System who has been accepted in accordance with clause 0.

License Fee Commission: as such term is defined in clause 0.

License Fee Value: as such term is defined in clause 0.

TEMPLATE: means Template Limited, a company registered in Jersey whose registered office is at and who holds the exclusive global distribution rights to the System.

Parties: means the parties to this Agreement, being the Introducer and the Master Introducer.

ABC: means ABC, a company registered in England with its registered office at
System: the banking information technology system called the "TEMPLATE System", developed by ABC and in which TEMPLATE has the exclusive global IP and distribution rights.

Termination Date: means the date of termination of this Agreement, howsoever terminated.

User and Transaction Fee Commission: as such term is defined in clause 0.

1.2 In this Agreement, the following rules apply:

- a. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b. a reference to a party includes its successors or permitted assigns;
- c. a reference to a statute or statutory provision is a reference to such statute or statutory 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;

- d. any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e. a reference to **writing** or **written** includes faxes and e-mails.

2.0 SUPPLY OF INTRODUCTIONS AND ACCEPTANCE OF INTRODUCTIONS

- 2.1 The Introducer shall provide the Introductions to the Master Introducer on the basis of this Agreement.
- 2.2 The Introducer shall provide Introductions to the Master Introducer from the Commencement Date. For the avoidance of doubt, the Parties hereby acknowledge that the following Introductions already provided to the Master Introducer by the Introducer shall be governed by the terms of this Agreement: Santander (in UK).
- 2.3 The Parties agree to follow the following procedure in respect of all Introductions:
 - The Introducer shall forward any Introduction(s) to the Master Introducer by email to grahamrcook@hotmail.com, setting out the name of the relevant institution being introduced, its location and the level of contact at that institution;
 - a) The Master Introducer shall, within 5 Business Days of the receipt of any Introduction(s), confirm in its sole discretion by email to the Introducer (using name@gmail.com) that it either accepts or declines those Introductions. If the Master Introducer does not respond to the Introducer within 5 Business Days of receipt of any Introduction(s), the Introducer shall assume that the Master Introducer has not accepted those Introduction(s). Positive confirmation of the Introduction shall be in the form of a confirmation that the proposed Introduction has been included on the central TEMPLATE register;
 - b) If the Master Introducer declines an Introduction:
 - (i) the Master Introducer shall state the reasons for declining the Introduction where reasons have been provided by TEMPLATE to the Master Introducer for declining the Introduction; and
 - (ii) the Introducer may, after a period of 18 months from the date the Master Introducer declines the Introduction, resubmit the relevant Introduction to the Master Introducer for consideration again by the Master Introducer; and
 - c) If any Introduced Party has not executed a software licence or usage licence with TEMPLATE within 18 months of the acceptance of the Introduction, then the Introduction shall be deemed to have lapsed.
- 2.4 Introducer is not permitted to produce documentation or materials pertaining to describe the System, ABC or TEMPLATE unless approved by the Master Distributor.
- 2.5 Any disputes arising from this clause 0 shall be resolved in accordance with the provisions of clause 9 (Expert).

3.0 MASTER INTRODUCER'S OBLIGATIONS

3.1 The Master Introducer shall:

- a) reasonably co-operate with the Introducer in all matters relating to the provision of Introductions;
- b) maintain a register of all Introductions made by the Introducer, and confirmations from the central TEMPLATE register and on request provide the Introducer with a copy of the entry of Introductions on the central TEMPLATE register as held by Master Introducer;
- c) on a monthly basis provide the Introducer with a report detailing the fees attributable to the Introducer for Introduction(s) made. The monthly report shall contain:
 - (i) details of the total license fee payable under the license agreement relevant for calculating the License Fee Commission; and
 - (ii) details of the User and Transaction Fee Commission; and
- d) provide the Introducer with such information and materials as the Introducer may reasonably require in order to supply the Introductions, and ensure that such information is accurate in all material respects.

3.2 If the Introducer's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Master Introducer or failure by the Master Introducer to perform any relevant obligation (**Master Introducer Default**):

- a) the Introducer shall without limiting its other rights or remedies have the right to suspend the provision of Introductions until the Master Introducer remedies the Master Introducer Default, and to rely on the Master Introducer Default to relieve it from the performance of any of its obligations to the extent the Master Introducer Default prevents or delays the Introducer's performance of any of its obligations; and
- b) the Introducer shall not be liable for any costs or losses sustained or incurred by the Master Introducer arising directly or indirectly from the Introducer's failure or delay to perform any of its obligations as set out in this clause 0.

4.0 INTRODUCER'S OBLIGATIONS

- 4.1 During the term of this Agreement the Introducer shall act diligently, with care and skill in the performance of its duties to provide qualified Introductions.
- 4.2 The Introducer shall contact all Introduced Parties on a regular basis and shall follow up all queries and information requests promptly.
- 4.3 The Introducer shall act in the best interests of TEMPLATE, ABC and the Master Introducer at all times, and in good faith.
- 4.4 The Introducer shall not make any representations as to performance quality or capability of the System or as regards TEMPLATE, ABC,

or the Master Introducer other than representations which have been approved in writing in advance by the Master Introducer nor do or say anything that could bring TEMPLATE, ABC or the Master Introducer or the System into disrepute.

- 4.5 The Introducer has no authority to agree terms, bind or in act in any way for TEMPLATE, ABC or the Master Introducer on any terms or for any purpose.
- 4.6 The Introducer has satisfied itself as to the merits and quality of the System, and makes Introductions on this basis. The Introducer accepts and acknowledges that the Master Introducer makes no representations or warranty as to the suitability of the System for Introductions made by the Introducer, nor as to the System's fitness for purpose, and any such representations and warranties shall be between TEMPLATE and the Introduced party.

5.0 COMMISSIONS AND PAYMENT

- 5.1 The Commissions for the provision of Introductions shall be as follows:
 - a) License Fee Commission: where an Introduction results in the Introduced Party entering into a license agreement with TEMPLATE in connection with the System, the Master Introducer shall pay the Introducer a commission fee ("License Fee Commission") being an amount calculated by multiplying the initial licence fee (or how otherwise described) actually paid by the Introduced Party to TEMPLATE by X%.
 - b) User and Transaction Fee Commission: where an Introduction results in the Introduced Party incurring user and transaction fees with TEMPLATE in connection with the System, the Master Introducer shall pay the Introducer a user and transaction fee commission ("User and Transaction Fee Commission"). The User and Transaction Fee Commission shall be X% of the total amount invoiced by TEMPLATE to the Introduced Party and actually paid by the Introduced Party for all user and transaction fees for a period of 5 years (60 calendar months), such period to commence from the Date Of Operational Go Live of the System in respect of the Introduced Party. For the avoidance of doubt, the 5 year payment period shall not commence on the original signature date of the licence agreement between TEMPLATE and the Introduced Party. User and Transaction Fee Commissions shall be payable by the Master Introducer quarterly in arrears.
- 5.2 All amounts payable by the Master Introducer under this Agreement are paid exclusive of taxes and the Master Introducer shall have no liability for any VAT charges payable by the Introducer. The Introducer shall take full responsibility for the calculation and payment of all and any VAT due and owing for the services contemplated under this Agreement and the Master Introducer shall have no liability for any VAT or similar charges or other taxes levied to the Introducer for services provided under this Agreement.
- 5.3 The Master Introducer's obligation to pay Commissions under clause 0 above in respect of each Introduced Party is expressly subject to receipt by the Master Introducer of commissions due to it from TEMPLATE in respect of each Introduction.

The Master Introducer shall pay the Introducer all amounts due and owing within 10 Business Days of receipt of the relevant cleared funds being received from TEMPLATE. The Master Introducer may make withholding or deductions as required by law or as directed by any competent tax authority.

- 5.4 Any disputes arising from this clause 5 shall be resolved in accordance with the provisions of clause 0 (Expert).

6.0 CONFIDENTIALITY

A Party (**Receiving Party**) shall keep in strict confidence all information, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 0 shall survive termination of this Agreement.

7.0 LIMITATION OF LIABILITY/INDEMNITY

- 7.1 Nothing in this Agreement shall limit or exclude either Party's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.2 Subject to clause 7.1:
- Neither Party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Agreement including any losses that may result from a deliberate breach of this Agreement by either Party, its employees, agents or subcontractors;
 - Each Party's total liability to the other in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of this Agreement by either Party, its employees, agents or subcontractors shall not exceed £10,000; and
 - The Master Introducer shall use reasonable endeavours to procure that TEMPLATE indemnifies, defends and holds harmless the Introducer against all losses, costs, damages and expenses, including reasonable professional and expert fees, arising out of or connected with any claim made against the

Introducer by an Introduced Party whether in respect of the System, or otherwise (including, but not restricted to, damage to any property, or any other damage or loss, suffered by an Introduced Party, which is claimed to have resulted in whole or in part from the System, or any actual or alleged defect in the System, whether latent or patent, including any alleged failure in the System). The Master Introducer shall use reasonable endeavours to procure that the indemnity provided by TEMPLATE contains terms requiring the Introducer to notify TEMPLATE of any relevant claim and confirming that the Introducer shall accept no liability in respect thereof. The Master Introducer shall use reasonable endeavours to procure that TEMPLATE shall also be responsible for the defence of such claims, provided, however, that if TEMPLATE fails to vigorously defend such claims as reasonably determined by the Introducer, the Introducer shall have the right, at its sole option, to assume the defence, and TEMPLATE shall remain obligated to indemnify the Introducer thereunder. The Master Introducer shall use reasonable endeavours to procure that TEMPLATE shall not be authorised to settle or compromise any such claims without the prior written consent of the Introducer.

- 7.3 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.4 This clause 7 shall survive termination of this Agreement.

8.0 COMMENCEMENT, TERM AND TERMINATION

- 8.1 This Agreement shall commence on the Commencement Date and shall continue for an initial term of 5 years (the "Initial Term"). Thereafter, this Agreement shall automatically renew for subsequent rolling period(s) of 1 year ("Subsequent Terms") and shall continue in full force unless terminated in writing by either Party giving the other not less than 6 months notice prior to the anniversary of either the Commencement Date or any Subsequent Terms.
- 8.2 Without limiting its other rights or remedies, each 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 this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach;
 - b) 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - c) 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 its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

- d) 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 that other Party 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;
 - e) 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 its assets and such attachment or process is not discharged within 14 days;
 - f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
 - g) a floating charge holder over the assets of that other Party has appointed an administrative receiver;
 - h) a receiver is appointed over the assets of the other Party;
 - i) 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 0 to clause 0 (inclusive); or
 - k) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 8.4 Without limiting its other rights or remedies, the Introducer may terminate this Agreement with immediate effect by giving written notice to the Master Introducer if the Master Introducer fails to pay any amount due under this Agreement on the due date for payment.
- 8.5 Without limiting its other rights or remedies, the Introducer shall have the right to suspend provision of Introductions under this Agreement or any other contract between the Master Introducer and the Introducer if the Master Introducer becomes subject to any of the events listed in clause 0 to clause 0, or the Introducer reasonably believes that the Master Introducer is about to become subject to any of them, or if the Master Introducer fails to pay any amount due under this Agreement on the due date for payment.
- 8.6 The Introducer shall also be entitled to terminate this Agreement in the circumstances set out in clause 11.1 c.
- 8.7 This Agreement will terminate with immediate effect on termination of the Master Introducers Introduction Agreement with TEMPLATE.
- 9.0 EXPERT**
- 9.1 An Expert is a person appointed in accordance with this clause to resolve a matter arising under clauses 2 and 5.
- 9.2 The Parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of his appointment.

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- 9.3 If the Parties are unable to agree on an Expert or the terms of his appointment within seven days of either Party serving details of a suggested expert on the other, either Party shall then be entitled to request the president for the time being of the Institute of Chartered Accountants in England and Wales to appoint an Expert with experience in the subject matter of the dispute and for the Institute of Chartered Accountants in England and Wales to agree with the Expert the terms of his appointment.
- 9.4 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of three months of the matter being referred to the Expert.
- 9.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- a) either Party may apply to Institute of Chartered Accountants in England and Wales to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - b) this clause applies in relation to the new Expert as if he were the first Expert appointed.
- 9.6 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.
- 9.7 The Parties are entitled to make submissions to the Expert including oral submissions and shall provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 9.8 To the extent not provided for by this clause, the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.
- 9.9 Each Party shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel as the other Party reasonably requires to make a submission under this clause.
- 9.10 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter in dispute and the Expert's written decision on the matters referred to him shall be final and binding on the Parties in the absence of manifest error or fraud.
- 9.11 Each Party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties equally or in such other proportions as the expert shall direct, the onus of which should fall on the Party making a claim, where the claim is not upheld by the expert.
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- 9.12 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and the Expert.

10.0 CONSEQUENCES OF TERMINATION

- 10.1 Upon termination of this Agreement for any reason:

- a) the Master Introducer shall immediately pay to the Introducer all of the Introducer's outstanding Commissions relating to each Introduction to the extent that commissions have been received by the Master Introducer from TEMPLATE in cleared funds in relation to each Introduction;
- b) in respect of Introductions supplied as at the Termination Date, the Master Introducer shall comply with the provisions of clauses 3.1 c and 5:
 - (i) in the case of the License Fee Commission, for a period of 18 months following the Termination Date; and
 - (ii) in the case of any User and Transaction Fee Commission, until the end of the relevant 5 year payment period referred to in clause 0;provided always that commissions relating thereto have been received by the Master Introducer in cleared funds from TEMPLATE. For the avoidance of doubt this clause shall be repeated in the introduction agreement between TEMPLATE and the Master Introducer;
- c) the accrued rights, remedies, obligations and liabilities of the Parties as at the Termination Date or expiry shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the Termination Date or expiry; and
- d) clauses which expressly or by implication have effect after the Termination Date shall continue in full force and effect.

11.0 GENERAL

- 11.1 Force majeure:

- a) For the purposes of this Agreement, **Force Majeure Event** means an event beyond the reasonable control of either Party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of either Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of either Party or subcontractors.
- b) Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
- c) If the Force Majeure Event prevents the Introducer from providing any Introductions for more than 6 weeks, the Introducer shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Master Introducer.

SUB INTRODUCTION AGREEMENT

11.2 Assignment and subcontracting:

- a) Either Party may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) provided always that the Introducer shall be entitled to assign its rights to recover any debt owed to it by the Master Introducer under the terms of this Agreement to any third party or agent without the prior written consent of the Master Introducer. Such clause shall be replicated in the introduction agreement between the Master Introducer and TEMPLATE.
- b) The Master Introducer shall immediately inform the Introducer of a Change of Control of the Master Introducer, and TEMPLATE or ABC when notified.

11.3 Notices:

- a) Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office, or sent by fax to the other Party's main fax number.
- b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- c) This clause 11.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

11.4 Waiver:

- a) A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.
- b) Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

11.5 Severance:

- a) If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted,

and the validity and enforceability of the other provisions of this Agreement shall not be affected.

- b) If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 11.6 No partnership: Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between either of the Parties, nor constitute any Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 11.7 Non-reliance: The Master Introducer shall not place any reliance on any materials, presentations, emails or statements or purported representations in whatever form made by the Introducer to it at any time in connection with the provision of Introductions save as expressly agreed by the Parties.
- 11.8 Third parties: Unless expressly agreed by the Parties, a person who is not a party to this Agreement shall not have any rights under or in connection with it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 11.9 Variation: Any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by the Introducer.
- 11.10 Governing law and jurisdiction: This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED under hand on the date at the beginning of this Agreement.

SIGNED for and on behalf of:

Name and Position

SIGNED for and on behalf of:

Name and Position