

SCHEDULE - GENERAL TERMS AND CONDITIONS

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5. NON-DISCLOSURE

The terms of the Non-disclosure agreement signed by the Parties will be considered part of this Schedule.

6. TERMS

The terms of this Schedule will apply for the period stated in the Order Form. Upon expiration or termination of the Order according to the Order Form for any reason, those provisions, rights and obligations of this General Condition Schedule, which by their nature are intended to survive, shall survive the expiration or termination of the Order in accordance with their terms.

7. GENERAL

This General Condition Schedule is made under and shall be governed by the laws of England without regard to conflicts of law principles. If any of the terms of this General Terms and Conditions are found to be invalid in a court of law they shall be interpreted to have the maximum extent permissible, and the General Condition Schedule validity or enforceability shall not be affected (unless as so construed, the General Condition Schedule fails to meet

the essential business purpose of the parties). The parties agree that this General Condition Schedule represents the entire understanding with respect to the subject matter and legally supersedes all prior oral or written agreements, statements, representations, negotiations, or promises. The parties agree to submit exclusively to the jurisdiction of the courts of London for the resolution of any dispute. The relationship of the parties hereunder is that of independent contractors. Nothing in this General Condition Schedule will be deemed to create a partnership, joint venture, agency, trust or similar relationship between the parties and neither party will be deemed to be an agent of the other party nor receive any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Nothing in the General Condition Schedule shall be interpreted or construed as creating or establishing the relationship of employer and employee between LICENSEE and either Licensor or Licensor personnel. This General Condition Schedule may be signed by the parties jointly on a single copy or in any number of identical copies each such signed copy shall be deemed an original and all such copies shall jointly constitute one and the same agreement. The parties agree that scanned images of signatures are the same as original signatures and that digital image of the executed General Condition.