

1. Services

- 1.1. These General Terms of Business ("GTB") apply to the provision of services (the "Services") by blu Eye GmbH a company with its registered office in Oberhaching, Germany and all its subsidiaries, affiliates and member firms to a client (the "Client") each of them a "Party" and both jointly the "Parties", pursuant to a written agreement incorporating these GTB (the "Engagement").
- 1.2. The Engagement, to which these GTB are attached, together with all their annexes, amendments and addendums form the entire agreement between the Parties (the "Agreement").
- 1.3. For the purposes of the Agreement, the term Client shall include such Client subsidiaries and/or affiliates as identified in the Engagement or, if none is identified, all of Client's subsidiaries and affiliates (together with Client, the "Client Group"). The Client represents and warrants that it has the power and authority to execute the Agreement on behalf of, and to bind, itself and its subsidiaries and/or affiliates identified in the Engagement or if none identified those forming part of the Client Group.
- 1.4. The "Contractor" hereinafter also referred to as "we" or "us" means blu Eye GmbH or the subsidiary, affiliate and member firm of blu Eye GmbH, with which the Client has contracted as referred to in the Engagement.
- 1.5. Contractor will provide the Client with the Services described in the Engagement. The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. For the Services, which are included hereunder, Contractor is entitled to rely on all decisions and approvals of the Client.
- 1.6. Contractor undertakes all reasonable efforts to perform the Services ordered by the Client. The Services include the whole of the work to be executed pursuant to the Engagement and in any addendum thereto expressly incorporated into the Agreement, including variations ("Variation").
- 1.7. Client may direct Contractor to perform a Variation to the specifications and/or to the Services or performance of the Services including the nature, content and quality of the Services that are to be performed, and when, how and how frequent they are to be performed, by giving written notice of such proposed Variation. If Client requests a Variation, Contractor shall inform Client within 10 business days of the increase or decrease in price/cost and the effect on the Services to be agreed upon prior to the implementation of Client's request. A Variation will be recorded in an addendum to the Engagement.
- 1.8. Contractor-Persons involved in the provision of Services shall constitute the Project Team ("Project Team"). Where in the Agreement individuals are named in connection with the provision of Services, Contractor shall use reasonable endeavours to ensure that they are so involved. Contractor may where appropriate in the circumstances substitute those identified for others of equal or similar skills and expertise.
- 1.9. Contractor may subcontract any Services under the Engagement to any subsidiaries, affiliates or member firms; or, with the consent of the Client to any other party (collectively "Subcontractors"). Client's relationship is solely with Contractor contracting to provide the Services. Each Party is an independent contractor and neither Party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venture, co-owner, or representative.
- 1.10. "Contractor Entities" means blu Eye GmbH or the subsidiaries, affiliates and member firms of blu Eye GmbH. It also includes their predecessors, successors and assignees, as well as all partners, principals, members, owners, directors, employees, Subcontractors and agents of all such entities (the "Contractor Network"). Neither blu Eye GmbH nor Contractor Entities have any liability for each other's acts or omissions, except as expressly provided herein. Each is a separate and independent legal entity and Services are provided by Contractor contracting with the Client in accordance with Clause 1.4 above and not by Contractor Entities.
- 1.11. Contractor remains responsible to the Client for all of the Services under the Engagement, including the Services performed by its Subcontractors. Accordingly, to the fullest extent possible under applicable law, none of the Contractor Entities will have any liability to the Client and the Client will not bring, and will ensure that no other member of the Client Group brings, any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with the Agreement against any of the Contractor Entities (except for Contractor).
- 1.12. The Services are executed by order of the Client management and contain in no event any management decisions taken by Contractor. The management of the Client is the only one responsible to determine the adequacy of the extent of the Services in the context of the Engagement.
- 1.13. The Services of Contractor neither contain, implement nor construe advice or negotiations with third parties concerning the execution of the Services mentioned in the Engagement. It is the sole responsibility of the Client management to prepare the necessary action plan, to undertake or select an execution plan or guide the employees of the Client (for instance supervise or verify) during the execution of the action plan.
- 1.14. Where the Client requires Contractor, or the nature of the Services is such, that it is likely to be

more efficient for Contractor to perform work at the Client's premises or using the Client's computer systems or telephone networks, the Client shall ensure without cost to Contractor that all necessary arrangements are made for access, security, virus checks, facilities, licenses, consents etc.

1.15. The Client management shall be solely responsible for, among other things:

- a) making all management decisions and performing all management functions;
- b) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the Services;
- c) evaluating the adequacy and results of the Services;
- d) accepting responsibility for the results of the Services; and
- e) establishing and maintaining internal controls, including, without limitation, monitoring on-going activities.

2. Limitations of our obligations

2.1. We are under no obligation to ensure that the Services have been performed in compliance with the laws of a foreign jurisdiction.

2.2. We are under no obligation to inform the Client of any change in legislation or regulations or to inform the Client of the potential consequences of such changes for the Client.

2.3. We shall not be deemed to have knowledge of information from other engagements for the purposes of the provision of the Services, except to the extent specified in the Engagement.

2.4. "Work Products" means the tangible items specified as deliverables or work product in the Agreement. Unless otherwise provided by law or by professional regulations, we will not bear any responsibility in respect of the effect on our Work Products, advice, reports, or opinions of any events occurring after the date of our Work Products, advice, reports, or opinions, and we will have no liability whatsoever to update such Work Products, advice, reports, or opinions.

3. Binding character

3.1. We will only be bound by our final reports, opinions and conclusions submitted to the Client in printed form signed by a duly authorised person.

3.2. Draft documents, whether communicated electronically or in printed form, and oral advice will not constitute our final reports, opinions, or conclusions. We will have no liability for the content or use of any such draft documents or oral advice, except where their content is confirmed subsequently in a final, signed report or agreement.

4. Property rights

4.1. Contractor has created or otherwise has rights in, and may, in connection with the performance of the Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques including, without limitation, function, process, system and data models; templates; the generalised features of the structure, sequence and organisation of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively "Contractor Technology").

4.2. Ownership of Work Products

Except as provided below, upon full and final payment to Contractor hereunder the Work Products shall become the property of the Client. To the extent that any Contractor Technology is contained in any of the Work Products, Contractor hereby grants the Client, upon full and final payment to Contractor hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Contractor Technology in connection with the Work Products.

4.3. Ownership of Contractor property

To the extent that Contractor utilises any of its property and/or the property of a third party (including, without limitation, the Contractor Technology or any hardware or software of Contractor and/or a third party) in connection with the performance of Services, such property shall remain the property of Contractor and/or such third party respectively and, except for the license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property.

4.4. Notwithstanding anything in the Agreement to the contrary, the Parties acknowledge and agree that:

- a.) Contractor shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Contractor Technology and;
- b.) Contractor may employ, modify, disclose, and otherwise exploit the Contractor Technology (including, without limitation, providing services or creating programming or materials for other clients).
- c.) Contractor does not agree to any terms that may be construed as precluding or limiting in any way its right to:
 - (i) provide consulting or other services of any kind or nature whatsoever to any person or entity as Contractor in its sole discretion deems appropriate or;

- (ii) develop for itself, or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Work Products.

4.5. Notwithstanding anything to the contrary in this section or the section with respect to confidentiality, the Client acknowledges that Contractor, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas that are retained in the memory of its personnel, representatives and partners. The Client acknowledges and agrees that Contractor may use and disclose such experiences, skills, knowledge and ideas.

5. Retention of working papers

5.1. Upon completion of the Services or termination of the Engagement, Contractor will undertake reasonable efforts to return to Client or, at Client's option, will undertake reasonable efforts to destroy any documents supplied by Client as well as all copies thereof and documents containing extracts thereof provided, however, that Contractor may retain one copy for the sole purpose of verifying compliance with Contractor's obligations under the Engagement.

6. Client's information obligations

6.1. To the extent that our Services are dependent on information and explanations to be provided by the Client or on the Client's behalf, the Client will ensure that such information and explanations are provided on a timely basis and that all such information and explanations are complete, accurate and not misleading. Where information or explanations are based on assumptions, the Client will provide us with relevant details. The Client is responsible for informing us immediately if there are any changes to the information or explanations provided, if the information or explanations provided should no longer be relied upon or if the assumptions previously presented to us are no longer appropriate.

6.2. When the Client uses or provides us with third-party information, support or materials, the Client will ensure that it has appropriate agreements in place with those third parties to enable us to perform the Services. The Client will be responsible for the management of such third parties, the quality of their input and work and for the payment of their fees. Unless required by law or applicable professional standards or the Engagement, we will not seek to verify the accuracy of the information, support or materials provided by such third parties.

6.3. In the event that the Client fails to provide us with relevant information and explanations, we may not be able to perform or complete our performance of the Services or may have to include appropriate qualifications in any report we are required to issue

under the Engagement. Ultimately and except as otherwise provided by law or professional regulations, we have the right to discontinue providing the Services without notice, or to terminate or suspend the Engagement with immediate effect in accordance with Clause 10. In this case, our rights are determined in accordance with Clause 11.1. (d).

7. Fees and billing

7.1. Contractor's invoices and fees are due and payable by the Client in accordance with the terms set forth in the Engagement. For invoices upon which payment is not received by the invoice due date, interest shall accrue automatically and without serving notice at a rate of 12 % per annum but not to exceed the maximum amount as allowed by law. Without limiting its other rights or remedies, Contractor shall have the right to suspend or terminate the Services entirely or in part if payment is not received within fifteen (15) calendar days of the invoice due date. The Client shall be responsible for all taxes, such as sales and use taxes or VAT, imposed on or in connection with the Services, other than Contractor's income and property taxes.

7.2. Performance of the Services or payment of invoices, in whole or in part, implies acceptance of the content of the Agreement.

7.3. Claims by the Client due to invoice defects are limited to sixty (60) days after the invoice date.

8. Confidentiality

8.1. To the extent that, in connection with the Engagement, each Party comes into possession of any proprietary or confidential information of the other Party ("Confidential Information"), each Party agrees to use the Confidential Information of the other Party solely for the purposes of the Engagement and will not disclose such Confidential Information to any third party without the other Party's written consent, save where prohibited by law. The terms of the Agreement shall also be considered Confidential Information, subject to the Clause relating to the use of the Client name. Each Party shall maintain the Confidential Information of the other Party in confidence using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information, but in no event less than a reasonable degree of care.

8.2. Confidential Information shall not include information which:

- a.) shall have become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b.) was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes it is not prohibited from disclosing as a

result of an obligation in favour of the disclosing Party;

- c.) is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party;
 - d.) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory or professional standards; or
 - e.) is disclosed with the written consent of the disclosing Party.
- 8.3 The Client hereby consents to Contractor disclosing such Confidential Information to any Contractor Entity (including its partners, principals, and employees) and to any Subcontractors, or to its legal advisors, auditors, and insurers or as may be required for the due performance of the Engagement.
- 8.4 The Client shall not disclose to any third party the advice, opinions, reports or other Work Products of Contractor provided hereunder without the express written consent of Contractor, except where applicable laws, regulations, rules and professional obligations prohibit limitations on disclosure.
- 8.5 The Client shall use the advice, opinions, reports or other Work Products of Contractor solely for the purposes specified in the Engagement and, in particular, shall not, without the prior written consent of Contractor, use any advice, opinion, report or other Work Products of Contractor in connection with business decisions of any third party or for advertisement purposes. All Services are only intended for the benefit of the Client. The mere receipt of any advice, opinions, reports or other Work Products by any other persons is not intended to create any duty of care, professional relationship or any present or future liability between those persons and Contractor. Consequently, if copies of any advice, opinions, reports or other Work Products (or any information derived therefrom) are provided to others under the above exclusions, it is on the basis that Contractor owes no duty of care or liability to them, or any other persons who subsequently receive the same, except for prior written approval to the contrary by the Parties.
- 8.6 The obligations under this Clause 8 will survive termination or expiry of the Agreement for an unlimited period.
- 9 Data protection**
- 9.3 The definitions in accordance with the current version of the applicable laws on data protection apply to the terms in this section. To the extent

necessary for the provision of the Service according to the Engagement, blu Eye can process data provided by the Client. In this regard, blu Eye refers to the data protection declaration on its website.

10 Duration and termination

- 10.1 Unless terminated sooner in accordance with its terms, the Agreement shall terminate as further specified in the Engagement.
- 10.2 Contractor may terminate the Agreement with immediate effect upon written notice to the Client if Contractor determines that:
- a.) a governmental, regulatory, or professional body, or an organization having the force of law has introduced a new law, rule, regulation, interpretation, or decision, the result of which would render Contractor's performance of any part of the Agreement illegal or otherwise unlawful or in conflict with the professional rules; or
 - b.) circumstances change (including, without limitation, changes in ownership of the Client or any of its affiliates) such that Contractor's performance of any part of the Agreement would be illegal or otherwise unlawful or in conflict with the professional rules.
- 10.3 Any terms of the Agreement that by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assignees.
- 10.4 Upon termination of the Agreement, the Client will compensate Contractor under the terms of the Agreement and Clause 11 for the Services performed and expenses incurred until the effective date of termination.

11 Compensation in case of termination

- 11.1 Except as otherwise provided by law or professional regulations, if the Agreement is terminated before we are able to complete our performance of the Services, the following shall apply:
- a.) If the termination is at the Client's initiative without grounds for which we are responsible, we shall remain entitled to the full amount of the agreed fees, without prejudice to our right to seek compensation from the Client for any losses sustained. Such compensation may only be claimed if the termination is of an untimely or abusive nature.
 - b.) If the termination is at the Client's initiative on grounds for which we are responsible, we shall remain entitled to receive that portion of fees corresponding to the portion of the Services rendered up to the date of termination, without prejudice to the right of the Client to seek compensation from us in accordance with the stipulations and within the specified limits of Clause 12 below.

- c.) If the termination is at our initiative without grounds for which the Client is responsible, we shall remain entitled to receive that portion of fees corresponding to the portion of the Services rendered up to the date of termination, and without prejudice to the right of the Client to seek compensation from us in accordance with the stipulations and within the specified limits of Clause 12 below. Such compensation may only be claimed if the termination is of an untimely or abusive nature.
- d.) If the termination is at our initiative on grounds for which the Client is responsible, we shall remain entitled to the full amount of the agreed fees, without prejudice to our right to seek compensation from the Client for any losses sustained.

12 Limitation of liability

12.1 The Agreement is a services engagement. Contractor warrants that it shall perform the Services in good faith. Contractor disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

12.2 The entire liability of Contractor under or in connection with the Agreement whether in contract, statute, tort (including, without limitation, negligence) or otherwise, any other Contractor Entity and their respective personnel, representatives and partners, if and only to the extent it is determined such other Contractor Entity and its respective personnel, representatives and partners, have a liability to the Client Group, shall at all times be limited in aggregate to an amount equal to one time the total amount of the fees payable by Client to Contractor in relation to the concerned Services or part thereof which gave rise to the liability, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of Contractor, or any other Contractor Entity or their respective personnel, representatives and partners. In all circumstances, the aggregate liability of Contractor, any other Contractor Entity and their respective staff, representatives and partners for any claim whatsoever shall never exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such claim.

12.3 If the liability exclusion for the Contractor Entities and Subcontractors provided for in this Clause is for any reason not effective, then the limitations on liability provided for in this Clause shall apply to the Contractor Entities and Subcontractors as if they were a party to the Agreement.

12.4 In no event Contractor, its affiliates, agents, or subcontractors, or any of their partners or other personnel or representatives, shall be liable to the Client, whether in contract, statute, tort (including, without limitation, negligence) or otherwise for:

- a.) loss or damage incurred by the other as a result of third party claims; or
- b.) incidental, special / consequential, punitive / exemplary or indirect loss, damage or expense suffered by the other such as, but not limited to loss of profit, goodwill, data, business opportunity or anticipated saving (whether or not deemed to constitute a direct claim or not).

12.5 Where it appears that two or more cases of damage result from the same fault committed by Contractor, they will be deemed to constitute one single liability event.

12.6 Nothing in the Agreement shall operate to exclude or restrict either Party's liability for:

- a.) death or personal injury resulting from negligence;
- b.) intentional misconduct; or
- c.) fraud.

13 Liability process

13.1 Unless otherwise provided by law, any claim arising out of or in connection with the Agreement can only validly be brought against us within two years of the act or omission that is invoked against us.

13.2 The Client undertakes to indemnify and hold us harmless from any action for negligence initiated or any claim introduced by a third party, for damages, interest and costs (including lawyer and other legal fees) in connection with the Agreement, except where a final judgment determines that the damages, interest and costs are the direct and immediate result of our intentional misconduct or fraud.

13.3 We solely will be responsible for the performance of the Services. The Client therefore agrees that it will not bring any claim in respect of or in connection with the Agreement, whether in contract, tort, or otherwise, against any of our partners, directors, employees, agents or entities of the Contractor Network. The foregoing exclusion does not apply to any liability that cannot be excluded under the laws applicable to the Agreement.

14 Communication and data transmission

14.1 Contractor is entitled to outsource its IT or parts thereof to third party IT service providers for the purposes of delivery of the Services. Contractor may use computer software and servers operated under the authority of Contractor's IT infrastructure and/or third-party IT service providers. Because of Contractor's use of Contractor's IT infrastructure and/or third-party IT service providers, and as limited under Clause 8 and 9, data, may be transferred outside of the jurisdiction where the Services are being provided.

14.2 During the performance of the Services, the Parties may communicate electronically. It is not possible, however, to guarantee that transmitting data electronically is totally secure, virus-free or without error and, hence, such transmissions may be intercepted, tampered with, lost, destroyed, delayed or rendered unusable. The Parties hereby recognise that no systems or procedures can wholly mitigate such risks.

14.3 The Parties hereby confirm that they accept these risks, duly authorise the use of electronic communications and agree to use all available, appropriate means to detect the more widely known viruses prior to sending information by electronic means. Each Party shall be responsible for the protection of its own systems and interests in respect of electronic communications, and neither Party shall be held liable in any manner or form, whether on a contractual, criminal (including negligence) or any other basis, for any loss, error or omission resulting from or relating to the use of electronic communications between the Parties.

15 Independent contractor

15.1 In providing the Services, we are acting only as an independent contractor. Unless otherwise explicitly provided by in the Engagement, we do not undertake to perform any of the Client's obligations, whether regulatory or contractual, or to assume any responsibility for its business or operations.

16 Force Majeure

16.1 Contractor shall not be held liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate pursuant to the Agreement by the Client (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire or other casualty, act of God, epidemic (including for the avoidance of doubt, pandemic influenza attack), strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

16.2 Without prejudice to the provisions of Clause 16.1. above, if any circumstances continue as such that a Party is unable to fulfil its obligations for a continuous period of thirty (30) days, a Party will have the right to terminate the Agreement by giving (fifteen) 15 days' notice in writing any time after that thirty (30) day period.

17 Waiver

17.1 No waiver of any term or condition of the Agreement will be effective unless made in writing and signed by the waiving Party.

17.2 The failure of either Party to insist upon strict performance of any of the provisions contained in the Agreement shall not constitute a waiver of its rights as set forth in the Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party of any of the terms or conditions in the Agreement.

18 Amendment

18.1 Any amendment of the Agreement will not be effective unless agreed in writing and signed by each Party. Until a change is agreed in writing, each Party will continue to act in accordance with the latest agreed version of the Agreement.

19 Validity of contract provisions

19.1 All terms used in the Engagement shall have the same meaning as in these GTB and vice versa. In the event of any inconsistency between the Engagement and these General Terms of Business, the GTB shall prevail, except were amended in the Engagement by specific reference to the relevant Clause of the terms. Moreover, the conditions included in these GTB and in the Engagement apply to the exclusion of any general or specific terms and conditions of the Client.

19.2 Headings in the Agreement are included for convenience only, and will not affect the construction or interpretation of any provision in the Agreement.

19.3 All references in the Agreement to "days" will, unless otherwise specified, mean calendar days.

19.4 No provision of the Agreement may have as its object, purpose or consequence the infringement of any provision of mandatory law.

19.5 If any provision of the Agreement is held to be invalid or unenforceable, in whole or in part, such provision (or relevant part, as the case may be) shall be deemed not to form part of the Agreement. In any event, the validity and the enforceability of the remainder of the Agreement will not be affected.

19.6 The Parties will moreover immediately enter into negotiations in good faith to replace, in that case as from the start of the Agreement, the provision so held invalid or unenforceable, by another valid and enforceable provision, with the closest possible legal consequences as those of the provision held to be invalid or unenforceable.

20 Transfer and assignment

20.1 Without prejudice to the effects that the law attaches to the transfer of all assets and liabilities, or a branch of activities, to mergers, demergers and similar operations, no Party may assign, transfer, charge or otherwise seek to deal in any of its rights or obligations under the Agreement without the prior written consent of the other Party to the Agreement.

21 Use of Client name

21.1 Notwithstanding anything herein to the contrary and if not prohibited by law, Contractor may use the name of the Client and the performance of the Services in marketing and publicity materials, as an indication of its experience or as a reference; and/or in internal data systems. Contractor may however indicate only the general nature of such Services performed and any details, which have properly entered the public domain, or as authorised by the Client in writing.

22 Marketing material

22.1 Neither Party shall use the other Party's trademarks, service marks, logos, and/or branding in external publicity material without such other Party's prior written consent, which it shall not unreasonably withhold.

23 Non-Solicitation

23.1 During the term of this Agreement and for a period of one (1) year after termination, the Parties will not actively solicit any employee of the other Party directly involved in the provision of Services as an employee, consultant or other function, without the express written consent of the other Party. The Parties are not limited to recruit employees as part of regular recruiting processes that are independent of the purposes of this Agreement.

24 Non-exclusivity

24.1 The Agreement shall not preclude or limit in any way;

- a) the right of Contractor, any other Contractor Entity and their respective personnel, representatives and partners, to provide consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate; or
- b) develop for itself or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Work Products.

25 Dispute, applicable law, and competent jurisdiction

25.1 A Party claiming that a dispute has arisen concerning the validity, interpretation, enforcement, performance or termination of the Agreement or any amendment must notify the other Party giving details of the dispute as soon as possible after it has arisen. The Parties shall use their best efforts to resolve any dispute amicably. If the dispute has not been resolved within a period of fifteen (15) days as from notice of the dispute, either Party may initiate court proceedings.

25.2 The Agreement and all matters relating to the provision of Services hereunder whether in contract, statute, tort (including, without limitation, negligence) or otherwise, shall be governed by, and construed in accordance with the laws and shall be subject to the exclusive jurisdiction of the courts set forth in the Engagement.
