

DATED

4th January 2022

SERVICES AGREEMENT

between

THE CORELLIAN ACADEMY LIMITED

and

PLUS500 LTD.

THIS AGREEMENT is made on January 3rd, 2022 between:

- (1) **THE CORELLIAN ACADEMY LIMITED**, a company registered in England and Wales under company number 11596572 whose registered office is at 10 Western Road, Romford, Essex, England, RM1 3JT (**'Corellian'**); and
- (2) **PLUS500 LTD.**, a company registered in Israel under company number whose registered office is at Building 25, Matam, Haifa 3190500, Israel (**'Company'**).

Each a **'Party'** and together the **'Parties'**.

BACKGROUND

- (A) Corellian provides various training and online educational courses and newsletters in the field of asset management and financial markets trading. These are purely educational and not in any way advice on what commercial trading activity to participate in.
- (B) Company wishes to obtain, and Corellian wishes to provide, the Services as defined below on the terms set out in this Agreement.

NOW THEREFORE in consideration of the mutual promises and covenants contained therein, the Parties agree as follows:

1. **INTERPRETATION**

The following definitions and rules of interpretation apply in this Agreement.

1.1 **DEFINITIONS:**

Applicable Laws: All applicable laws, statutes, regulations from time to time in force.

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

Business Hours: The period from 9.00 am to 5.00 pm on any Business Day.

Change Order: Has the meaning given in Clause 7.

Confidential Information: Any information or data howsoever recorded, preserved or disclosed, relating to either Party's business or affairs, including without limitation, product samples, data, know-how, trade secrets, formulae, inventions, techniques, processes, operations, customer lists and details, financial information, sales and marketing plans, forecasts, analyses, compilations, reports, interpretations, surveys,

patents, patent applications, copyrights, designs, design right applications, configurations, experiments, memoranda, valuations, business plans, budgets and summaries, photographs, drawings, specifications, software programs and samples, trade marks (both registered and unregistered), domain registrations and intended domain registrations or any documents derived from the foregoing, whoever prepares them, and also information or data disclosed by inspection of or visit to any property owned, used or occupied by any Party hereto and any other material bearing or incorporating any information of either Party disclosed or to be disclosed, which is identified as being of a confidential nature or ought to be regarded as such, whether in writing orally or by any other means to one Party by the other Party directly or indirectly, whether before, on or after the date of this Agreement.

Control: Has the meaning given in section 1124 of the UK Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Company Customer: Means an individual who is a customer of the Company and with whom the Company enters into a Customer Agreement.

Customer Agreement: Means an agreement entered into by the Company with each Company Customer.

Deliverables: Any output of the Services provided by Corellian to the Company or the Company Customers and any other documents, products and materials provided by Corellian to the Company or the Company Customers in relation to the Services, other than the Plus500 Materials.

Plus500 Materials: any logos or platform materials provided to Corellian in accordance with this Agreement.

Services: The Services to be provided by Corellian as defined in Clause 2.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement.
- 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 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.

- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email.
- 1.11 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 Any words following the terms **including, include, in particular, for example** 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.

2. **SERVICES**

2.1 Corellian will provide the following Services:

- a) Bi-weekly global financial market webinars beginning on January 19th 2022 (09/01/22) until April 7th 2022 (07/04/22). The bi-weekly global financial market webinars shall be provided every 2nd Wednesday at 18:30 London time with a link to the recorded version and a password; and
- b) Weekly Sunday Night Pre-Market Open Newsletters beginning on January 9th 2022 (09/01/22) until April 7th 2022 (07/04/22). The weekly Sunday Night Pre-Market Open Newsletters shall be provided every Sunday at 15:00 London time with a link and a password.

The Parties may agree to change the provision times of the above Services.

The Deliverables shall be branded with Plus500 Materials, with a statement that the content is being provided and powered by Corellian.

(collectively the '**Services**').

2.2 The Services are intended to offer an overview of relevant items including:

- a) Current market dynamics and how to navigate them effectively;
- b) How to adapt a trading profile to suit a high volatility environment;
- c) Using technical analysis efficiently; and
- d) Psychology of trading through crisis and other disruptive market situations.

2.3 Corellian will not give any investment advice to under this Agreement, and accepts no liability for any trading activity by those whom have attended a webinar or read the materials provided.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the date when it has been signed by all the Parties (**'Commencement Date'**) and shall continue, unless terminated earlier in accordance with clause 15 (Termination), for the duration of the Services set out above after which it shall terminate automatically without notice.

4. CORELLIAN'S OBLIGATIONS

- 4.1 Corellian shall provide and perform the Services, doing so with care, skill and diligence.
- 4.2 In relation to Corellian's personnel, Corellian shall ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable Corellian to fulfil its obligations under this Agreement.
- 4.3 Ensure that all Deliverables are provided with a comprehensive warning and disclaimer in relation to the information provided by Corellian in any webinars and any material provided in the course of the Services, such that the Services do not comprise financial or investment advice, are provided without warranty, and are not intended to be relied upon by participants. Such warning and disclaimer to meet, without limitation, any requirements of the Financial Conduct Authority and its rules.
- 4.4 Comply, and procure the compliance of all participants in the Services, with the terms of clause 9A of this Agreement in respect of Plus500 Materials.

5. COMPANY'S OBLIGATIONS

- 5.1 Company shall:
- a) Provide Corellian with all necessary co-operation in all matters relating to the Services;
 - b) Make available to Corellian all relevant know-how and other technical information owned by Company which may reasonably be expected to assist Corellian in providing the Services; and
 - c) Comply, and procure the compliance of all participants in the Services, with the terms of clause 9A of this Agreement in respect of Corellian's intellectual property.
 - d) Pay Corellian all Fees in accordance with clause 8 of this Agreement.

6. DEFAULT BY CORELLIAN

- 6.1 A failure by Corellian to comply with the terms of this Agreement can only relieve Company from complying with its obligations under this Agreement with effect from the date on which Company notifies Corellian in writing and in reasonable detail of Corellian's failure and its effect or anticipated effect on the Services.

6.2 The consequence of any failure or breach of any term is accepted as being compensated by money at a sum no greater than the price paid for the Services.

7. **CHANGE ORDER**

7.1 Either Party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties. For the avoidance of doubt, no payment shall be due in relation to a revised Change Order until it has been signed by both Parties. A **Change Order** shall be a document setting out the proposed changes and the effect those changes will have on:

- a) The Services;
- b) The Fees;
- c) The timetable for the Services; and
- d) Any terms of this Agreement.

7.2 If either Party wishes to make a change to the Services it shall provide a draft Change Order to the other Party, at least ten (10) working days before they wish the changes to be effective.

7.3 If the Parties:

- a) Agree to a Change Order, Corellian and Company shall sign it and that Change Order shall amend this Agreement; or
- b) Are unable to agree a Change Order, either Party may require the disagreement to be dealt with in accordance with clause 29 (Multi-tiered Dispute Resolution Procedure).

8. **FEES AND PAYMENT**

8.1 The Company shall pay Corellian £5,250.00 plus VAT per calendar month for the Services (the '**Fee**').

8.2 The first monthly Fee shall be payable by the Company upon signing this Agreement. All other monthly Fees will be invoiced monthly by Corellian to the Company from the Commencement Date of this Agreement. All invoices will be provided the day after the final webinar of each calendar month.

8.3 The Fee is for the Services only. Any other courses, webinars, instructional videos and 1-to-1 tuition will be priced and charged separately upon written agreement between Corellian and the Company.

8.4 The Company shall pay each invoice submitted to it within thirty (30) days of receipt to a bank account nominated in writing by Corellian.

9. COMPLIANCE WITH LAWS

9.1 In performing their obligations under this agreement, both Parties shall comply with the Applicable Laws and each Party shall inform the other Party as soon as it becomes aware of any changes in the Applicable Laws.

9A INTELLECTUAL PROPERTY AND OWNERSHIP OF CONTENT. Subject to Plus500's sole ownership of the Plus500 Materials, all text, graphics, logos, icons, images, audio and video, and software in any of the Services and any materials provided as part of the Services, other than the Plus500 Materials are protected and owned by or licensed to Corellian. Subject to Plus500's sole ownership of the Plus500 Materials, copyright subsists in all written or recorded material and it is provided to Company solely for Company's use in receiving the Services under the terms of this Agreement. Subject to Plus500's sole ownership of the Plus500 Materials, such materials may not be reproduced or disclosed without the prior written consent of Corellian. The Services may also contain trademarks, service marks and trade names which are owned by Corellian and may also contain brand and product names which are trademarks, service marks or trade names which are owned by Corellian or by third parties. Notwithstanding, Corellian and its licensors shall not have any proprietary or intellectual property rights whatsoever in the Plus500 Materials provided to Corellian in accordance with this Agreement, and Corellian and its licensors shall only have the right to use such Plus500 Materials for providing the Services in accordance with this Agreement.

10. MARKETING

10.1 All marketing material and financial promotions issued by Corellian that refers to the Company and/or the Services must:

- a) Be fair, clear and not misleading; and
- b) Include an appropriate risk warning where required.

10.2 All marketing material and financial promotions referred to in this clause must be approved by the Company in writing before publication.

11. DATA PROTECTION

11.1 The following definitions shall apply to this clause:

Agreed Purposes: Personal Data may be collected, stored and processed for the purposes of fulfilling the Parties' obligations under this agreement including the processing of payments and the provision of Services.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures have the meanings as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: All applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Permitted Recipients: The Parties to this agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: The personal data to be shared between the Parties under this agreement. Shared Personal Data includes but is not limited to the following categories of information relevant to the following categories of data subject: data concerning payments to be made between the Parties; and names and addresses.

- 11.2 This clause sets out the framework for the sharing of personal data between the Parties as data controllers. Each Party acknowledges that one Party (the 'Data Discloser') will regularly disclose to the other Party (the 'Data Recipient') Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 11.3 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall constitute a material breach for the purposes of Clause 15.
- 11.4 Each Party shall:
- a) Ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;
 - b) Give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - c) Process the Shared Personal Data only for the Agreed Purposes;
 - d) Not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- e) Ensure that all Permitted Recipients are subject to written contractual obligations or appropriate statutory obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
- f) Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- g) Not transfer any personal data outside of the European Economic Area unless the transferor:
 - 1. Ensures that (i) the transfer is to a country approved by the UK or European Commission as providing adequate protection pursuant to Article 45 of the UK GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) or Binding corporate rules are in place; or (iv) one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

11.5 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

- a) Consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;
- b) Notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;

- c) Use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- d) Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other Party or the other Party's designated auditor; and
- e) Provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

12. **CONFIDENTIALITY**

- 12.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 12.2.
- 12.2 Each Party may disclose the other Party's Confidential Information:
 - a) To its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 12; and
 - b) As may be required by law, a court of competent jurisdiction or any UK governmental or regulatory authority.
- 12.3 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.
- 12.4 On termination of this Agreement and upon request in writing each Party shall:
 - a) Return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;

- b) Erase all the other Party's Confidential Information from computer and communications systems and devices used by it, other than archival copies or copies required for complying with applicable laws; and
- c) Certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient Party.

12.5 The provisions of this clause shall continue to apply after termination of this Agreement for a period of three (3) years thereafter.

13. **LIMITATION OF LIABILITY**

13.1 Nothing in this Agreement:

- a) Shall limit or exclude either Party's liability for:
 - i. Death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - ii. Fraud or fraudulent misrepresentation.
- b) A Party's maximum liability to the non-breaching Party under this Agreement will be capped at the total fees payable under this Agreement.

13.2 The rights of the Parties under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

14. **INSURANCE**

14.1 Each Party shall during the term of this Agreement, maintain the required and appropriate insurance covers in respect of its liabilities arising out of or connected with this Agreement

15. **TERMINATION**

15.1 Company may terminate this Agreement upon fourteen (14) days' notice to Corellian.

15.2 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 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than forty-five (45) days after being notified in writing of the default to make such payment;

- b) The other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
- c) The other Party repeatedly breaches any of the terms of this agreement 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;
- d) The other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- e) The other Party does not have all necessary authorisations and permissions to fulfil its obligations under this Agreement.

15.2 For the purposes of clause 15.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- f) A substantial portion of this Agreement; or
- g) Any of the obligations set out in clauses 9 (Compliance with Laws), and 12 (Confidentiality),

over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

15.3 Without affecting any other right or remedy available to it, a Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- a) The other Party commits a breach of clause 9 (Compliance with Laws); or
- b) There is a change of control of the other Party.

16. **CONSEQUENCES OF TERMINATION**

16.1 The following clauses shall continue in force: clause 1 (Interpretation), clause 9 (Compliance with laws), clause 12 (Confidentiality), clause 13 (Limitation of liability), clause 16 (Consequences of termination), clause 20 (Waiver), clause 22 (Severance), clause 24 (Conflict), clause 29 (Multi-tiered dispute resolution procedure) and clause 30 (Law and Jurisdiction).

16.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

17. **FORCE MAJEURE**

17.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. Such events include the following non-exhaustive examples; health crises, pandemics, Government restrictions including guidance making restriction optional, importation and exportation restrictions, strikes, war, conflict or civil unrest, and natural weather disasters. In such circumstances the affected Party shall be entitled to a reasonable extension for the time for performing such obligations. If the period of delay or non-performance continues for thirty (30) days, the Party not affected may terminate this agreement by giving written notice to the affected Party.

18. **ASSIGNMENT**

18.1 Neither Party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding, either Party may assign this agreement to an affiliated entity, or upon notice to the other Party, either Party may assign this Agreement to an acquirer of all or substantially all its business, provided the assignee accepts all obligations under this Agreement.

19. **VARIATION**

19.1 Subject to clause 7 (Change Order), no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

20. **WAIVER**

20.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

20.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. **RIGHTS AND REMEDIES**

21.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

22. SEVERANCE

- 22.1 If any provision or part-provision of this Agreement 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.
- 22.2 If any provision or part-provision of this Agreement is deemed deleted under this clause 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.

23. ENTIRE AGREEMENT

- 23.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 23.2 Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 23.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

24. CONFLICT

- 24.1 If there is an inconsistency between any of the provisions of this Agreement and the provisions of any other document relating to the Services, the provisions of this Agreement shall prevail.

25. NO PARTNERSHIP OR AGENCY

- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any party to make or enter into any commitments for or on behalf of any other Party.
- 25.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

26. THIRD PARTY RIGHTS

- 26.1 A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

26.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

27. NOTICES

27.1 Any notice given to a Party under or in connection with this agreement shall be in writing and shall be provided by any of the methods shown in the first column of the table below and shall be deemed to have been received as stated in the second column.

Delivering the document to or leaving it at a permitted address	The day after it was delivered to or left at the permitted address, or seven days after sending by first class post.
Email	If it is transmitted on a business day before 5pm local time of the recipient, on that day, or in any other case, on the day after the day on which it is transmitted.

27.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

28. COUNTERPARTS

28.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

28.2 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 delivery of an executed counterpart of this agreement. Without prejudice to the validity of the agreement thus made, each Party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

29. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

29.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the Parties shall follow the procedure set out in this clause:

- a) Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute; and

b) If the Parties are for any reason unable to resolve the Dispute, the Parties will attempt to settle it by mediation in accordance with the Chartered Institute of Arbitration (CI Arb) London mediation panel using their Model Mediation Procedure. To initiate the mediation, a Party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CI Arb. The mediation will start not later than 10 days after the date of the ADR notice.

29.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under clause 30 (Law & Jurisdiction) which clause shall apply at all times.

29.3 If the Dispute is not resolved within 45 days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of 45 days, or the mediation terminates before the expiration of the said period of 45 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 30 (Governing Law and Jurisdiction).

30. LAW AND JURISDICTION

30.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30.2 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 or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED on behalf of **THE CORELLIAN ACADEMY LIMITED:**

Name: Graeme King

Position: Chief Executive Officer

Signature:.....

SIGNED on behalf of **PLUS500 LTD:**

Name:

Position:

Signature:.....