TERMS AND CONDITIONS

COMMERCIAL CONTRACTS WORKSHOP – MISHCON DE REYA LLP

1. INTERPRETATION

The following definitions and rules of interpretation apply in these terms and conditions ("**Terms**"):

1.1 Definitions:

Booking Confirmation has the meaning given in clause 2.2.

Charges means the charges payable by the Customer for the Workshop as set out during Registration.

Contract means the contract between Mishcon and the Customer for the supply of the Workshop comprising these Terms.

Customer means the individual, firm or organisation named upon Registration.

Cut-off Date means the date falling six (6) months after the Event Date.

Delegate means an individual or representative identified as attending the Workshop upon Registration.

Event Date means the date for the Workshop, as set out on the Workshop Webpage.

Force Majeure Event has the meaning given in clause 9.1.3.

Legal Spend Credit has the meaning given in clause 5.3.

Mishcon means Mishcon de Reya LLP, a limited liability partnership registered in England and Wales with company number OC399969.

Qualifying Teams means (a) Lewis Cohen's commercial contracts team; (b) Ashley William's technology contracts team; (c) James Boyle's data team; or (d) Patrick Farrant's life sciences team.

Registration means the Customer's registration for the Workshop via https://www.mishcon.com/academy/courses/commercial-contract-drafting-workshop. 'Register' shall have the same meaning.

Venue means the location at which the Workshop is to be held, as specified on the Workshop Webpage.

Workshop means the Commercial Contracts Workshop run by Mishcon, the content and timelines of which are described on the Workshop Webpage.

Workshop Webpage means the official webpage for the event available at https://www.mishcon.com/academy/courses/commercial-contract-drafting-workshop.

1.2 Interpretation:

1.2.1 Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision:

(a) is a reference to it as amended, extended or re-enacted from time to time; and

(b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.2.2 A reference to a **person** includes an individual, corporate or unincorporated body and any other entity (whether or not having separate legal personality).

1.2.3 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.4 If there is any inconsistency between the Terms and the Booking Confirmation, the provisions of the Booking Confirmation shall prevail.

1.2.5 A reference to **writing** or **written** excludes fax but not email.

2. BASIS OF THESE TERMS AND CONDITIONS

2.1 Registration by the Customer constitutes an offer by the Customer to participate in the Workshop in accordance with these Terms.

2.2 The Registration shall only be deemed to be accepted when Mishcon issues the confirmation via email (**Booking Confirmation**). Subject to clause 5.4, the Contract shall come into effect when Mishcon issues the Booking Confirmation.

2.3 It is the Customer's responsibility to check the details in the Booking Confirmation are accurate and complete.

2.4 The scope and content of the Workshop is set out in the Workshop Webpage. Any advertising or other literature issued or published by Mishcon shall not form part of the Contract or have any contractual force.

2.5 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate. To the maximum extent permitted by law, no terms are implied into the Contract by law, trade custom, practice or course of dealing.

3. THE WORKSHOP

3.1 Mishcon shall deliver the Workshop at the Venue and on the Event Date.

3.2 If the Venue or Event Date needs to change, Mishcon shall provide as much notice as possible to Delegates and use reasonable efforts to provide an alternative venue and/or date. The Customer acknowledges that Mishcon may decide, at its sole discretion, to deliver re-scheduled elements of the Workshop virtually to enable as many delegates to participate as possible.

3.3 Mishcon reserves the right to amend the Contract if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Workshop, and Mishcon shall notify the Customer in any such event.

3.4 The Customer acknowledges that participation on the Workshop is individual to the Delegate and that a Delegate is expected to attend the full duration of the Workshop. A Customer is prohibited from sending individuals other than the registered Delegate. However, Mishcon acknowledges that there are certain circumstances where a replacement delegate's attendance will be appropriate and Mishcon may, in its sole discretion, allow such substitution.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 take all reasonable steps to ensure the Delegate is aware of and complies with any delegate guidelines notified to the Customer by Mishcon and pre-course materials provided to the Customer in advance of the Workshop;

4.1.2 use all materials provided by Mishcon as part of the Workshop (including, slide presentations, recorded videos, delegate handouts etc) ("**Materials**") for its internal business purposes only. Materials must not be posted or shared on a Delegate's or Customer's social media accounts. Customer shall be liable for all losses suffered by Mishcon or its subcontractors arising from any breach by a Delegate of the provisions of this clause 4.1.2;

4.1.3 notify Mishcon promptly if a Delegate is unable to attend any element of the Workshop;

4.1.4 no fewer than 14 business days before the Event Date, notify Mishcon of any special requirements or accommodations needed for its Delegate. Mishcon shall use reasonable endeavours to accommodate any such requirements.

5. CHARGES AND PAYMENT

5.1 The Customer shall pay any applicable Charges in accordance with this clause 5.

5.2 The Charges are as set out on the payment page on the Workshop Webpage.

5.3 Subject to clause 5.5, the Customer shall receive from Mishcon a credit to be used against new legal services from one of the Qualifying Teams at Mishcon in a sum equal to the Charges paid ("**Legal Spend Credit**"). The Customer may allocate this Legal Spend Credit to any

such services provided by one of the Qualifying Teams at Mishcon for a period from the Event Date until the Cut-off Date ("**Qualifying Period**"). For the avoidance of doubt, the Legal Spend Credit can only be applied against a new instruction (or instructions) received during the Qualifying Period and cannot, unless expressly agreed by Mishcon in its sole discretion, be applied to instructions received or work undertaken prior to the start of the Qualifying Period. Where no new instruction is received by the Cut-off Date, the Legal Spend Credit (or any proportion remaining) shall automatically expire.

5.4 Irrespective of receipt of a Booking Confirmation, a Delegate's place on the Workshop is not final until Mishcon has received the Charges in full and in cleared funds.

5.5 The utilisation of the Legal Spend Credit is subject to the Customer satisfying Mishcon's compliance checks (including, without limitation, any know-your-client, anti-money laundering and conflicts checks) prior to the commencement of any legal services. In the event that the Customer does not pass such compliance checks, Mishcon shall not be obliged to provide legal services to the Customer and the Legal Spend Credit shall not be redeemable.

5.6 Where either:

(a) Mishcon cancels the Contract under clause 7.1; or

(b) the Customer cancels their Registration under clause 7.2;

the Legal Spend Credit shall cease to apply.

6. LIMITATION OF LIABILITY

6.1 References to liability in this clause 6 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

6.2 Nothing in the Contract limits:

6.2.1 the Customer's liability for payment of Charges properly due and owing to Mishcon; or

6.2.2 any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.3 Subject to clause 6.2, Mishcon's total liability to the Customer shall not exceed 100% of the Charges paid or payable under the Contract.

6.4 Subject to clause 6.2, the Customer's total liability to Mishcon for:

6.4.1 loss of or damage to Mishcon's equipment, tableware or materials that is caused by the Delegate's default shall not exceed £1,000;

6.4.2 breach of clause 4.1.2 or clause 9.4, shall be unlimited; and

6.4.3 all other loss or damage shall not exceed 100% of the Charges paid or payable under the Contract.

6.5 Subject to clause 6.2, neither party shall have any liability for:

6.5.1 loss of profits;

6.5.2 loss of sales or business;

6.5.3 loss of agreements or contracts;

6.5.4 loss of anticipated savings;

6.5.5 loss of use or corruption of software, data or information;

6.5.6 loss of or damage to goodwill; and

6.5.7 indirect or consequential loss.

6.6 Unless the Customer notifies Mishcon that it intends to make a claim in respect of an event within the notice period, Mishcon shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred (as opposed to it becoming aware of its having grounds to make a claim in respect of it) and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

7. CANCELLATION

7.1 Mishcon may cancel the Contract with immediate effect by giving the Customer notice in writing:

7.1.1 for convenience at any time prior to commencement of the Workshop, subject to Mishcon refunding to the Customer the Charges in full. Where Charges are refunded, the Legal Spend Credit shall cease to apply; or

7.1.2 if the Customer or Delegate has:

(a) breached clause 4.1.2 of these Terms;

(b) failed to comply with any event rules notified to the Customer and such failure adversely affects the ability for Mishcon to continue to deliver the

Workshop effectively or for other delegates to receive the benefit of the Workshop, in each case in a safe and professional environment.

7.2 The Customer may cancel their Registration for the Workshop by written notice to Mishcon at any time prior to the Workshop starting subject to clause 7.3.

7.3 The Customer acknowledges that Mishcon needs to prepare materials and allocate resources in advance of the Event Date and that it may be unable to recoup these costs if the Customer cancels their Registration. If the Customer cancels their Registration (other than for a Force Majeure Event), Mishcon reserves the right to charge a cancellation fee and amend or cancel the Legal Spend Credit as set out below:

Cancellation before the Event Date	**Cancellation fee**	**Legal Spend Credit**
90 days or more before the start date for the Workshop	0% of the Charges	The Legal Spend Credit shall cease to apply
60 days or more but less than 90 days before the start date for the Workshop	50% of the Charges	The Legal Spend Credit shall be reduced by 50%
30 days or more but less than 60 days before the start date for the Workshop	75% of the Charges	The Legal Spend Credit shall be reduced by 25%
Less than 30 days before the start date for the Workshop	100% of the Charges	The Legal Spend Credit shall not be reduced

8. SURVIVAL

8.1 On completion or cancellation of the Contract for whatever reason:

8.1.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and

8.1.2 completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

9. GENERAL

9.1 **Force majeure.**

9.1.1 In the event of a Force Majeure Event, neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for more than 60 days, the Customer may terminate the Contract by giving not less than 14 days' written notice.

9.1.2 If the Contract is terminated under clause 9.1.1:

(a) Mishcon shall be entitled to charge the Customer for reasonable preparation and administration costs incurred by Mishcon and any unavoidable third-party costs or expenses paid or committed to by Mishcon for the Workshop (together, the Event Costs). Mishcon shall deduct the Event Costs from the Charges paid by the Customer (Customer Payments). If Customer Payments exceed Event Costs, Mishcon shall reimburse the difference to the Customer;

(b) the Legal Spend Credit shall be reduced in proportion to any Charges refunded to the Customer (such that, for example, if 60% of the Charges are refunded, the Legal Spend Credit shall be reduced by 60%). Where the Charges are refunded in full, the Legal Spend Credit shall cease to apply.

9.1.3 For the purposes of these Terms, a Force Majeure Event is any acts, events, omissions or accidents not within a party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Mishcon or any other party), failure of a utility service or transport or telecommunications 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 suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

9.2 **Assignment and other dealings.**

9.2.1 Subject to clause 9.2.2 and clause 9.3 neither party shall assign, novate or transfer any or all of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

9.2.2 Mishcon may, on written notice to the Customer, assign, novate or transfer any or all of its rights and obligations under the Contract to a member of the Mishcon de Reya Group or to any person to which it transfers its business or that part of its business to which the Contract relates. **Mishcon de Reya Group** means Mishcon, any subsidiary or holding company of Mishcon, and any subsidiary of that holding company from time to time.

9.3 **Subcontracting.** Mishcon may subcontract any of its obligations under the Contract without the prior written consent of the Customer. Mishcon shall be responsible for all acts and omissions of its subcontractors as if they were its own acts or omissions.

9.4 **Confidentiality.**

9.4.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years from completion or cancellation of the Contract, disclose to any person any confidential information (whether disclosed or made available to it in writing, orally or by any other means) concerning the business, assets, affairs, pricing, clients, plans, products or know-how of the other party, except as permitted by clause 9.4.2.

9.4.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of carrying out the party's obligations under the Contract (**Representatives**). Each party shall ensure that its Representatives to whom the other party's confidential information is made available in connection with the Contract are informed of its confidential nature and comply with this clause 9.4; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.4.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under the Contract.

9.5 **Entire agreement.**

9.5.1 The Contract constitutes the entire agreement between the parties.

9.5.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

9.6 **Announcements.**

9.6.1 Mishcon may use the Customer's and its Delegate's name for the purposes of promoting its work and its business, including on Mishcon's website and in credentials pitches, unless the Customer or Delegate notifies Mishcon in writing that it wishes to opt out, in which case Mishcon shall cease such use within a reasonable period of receiving that notice.

9.6.2 Subject to clause 9.6.1, neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of the Contract, or the relationship between the parties, without the prior written

consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

9.7 **Variation.** Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.8 **Waiver.**

9.8.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

9.8.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

9.9 **Severance.** If any provision or part-provision of the Contract 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 the Contract.

9.10 **Notices.**

9.10.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by email, by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

9.10.2 Any correctly addressed notice sent by pre-paid first class post or other next working day delivery service shall be deemed to have been received at 9.00am on the second business day after posting. A notice sent by email shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

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

9.11 **Third party rights.**

9.11.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

9.11.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

9.12 **Governing law.** The Contract, 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.

9.13 **Jurisdiction.** 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 the Contract or its subject matter or formation.