LICENCEO MARKETPLACE TERMS AND CONDITIONS

These terms and conditions ("**Terms**") apply to and govern any access to and use of "Licenceo", the online marketplace operated by Licenceo Ltd. The Marketplace (as defined below) offers a platform for business users to sell and/or purchase the rights to vertical film content.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms:

"Account" means a registered business account on the Marketplace;

"Add-On Fee" means any add-on fee that is payable by the Buyer to the Seller for an additional feature in the Programme, which may comprise dubbing, subtitles, a poster and cover pack, localised trailer(s) and/or any other service, in each case as specified in the Contract;

"Applicable Laws" means any applicable law, statute, regulation, order, regulatory policy, guidance, binding industry code of practice, or rule of court in force from time to time;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business;

"Buyer" means any business or sole trader that registers an Account as a prospective buyer on the Marketplace;

"Confidential Information" means all information disclosed by one party to another party under or in connection with these Terms or, in the case of a Buyer or Seller, any Contract, and which is designated confidential or would appear to a reasonable person to be confidential, including the existence and terms of any Contract;

"Contract" means an agreement that is entered into between a Seller and a Buyer through the Marketplace for the licensing of Rights in any Programme, and which consists of these Terms and the relevant Deal Terms;

"Contract Parties" means the Seller contracting party and the Buyer contracting party that enter into a Contract through the Marketplace, and "**Contract Party**" means either such Seller or Buyer contracting party;

"Contract Fees" means, collectively, the total Licence Fee and any Add-On Fee(s) that are payable by a Buyer to a Seller under a Contract, as specified in the Deal Terms;

"Deal Terms" means the licence and payment terms applicable to any Contract, as agreed between the Seller and the Buyer via the Marketplace;

"Escrow Account" means the escrow account that is established and operated by the Payment Processor;

"Intellectual Property Rights" means, to the extent that any of the following are recognised in any jurisdiction, any intellectual property and/or proprietary rights (in each case including applications therefor) whether registered or unregistered, legal or beneficial, including: copyrights, patent rights (including applications for patent protection); publicity rights, trade secret rights; and registered or otherwise protected trade marks, trade names and service marks and protections from trade mark dilution, and database rights;

"Licence Fee" means the total aggregate licence fees to be paid by the Buyer to the Seller for the licensing of Rights in the Programme over the licence term, as specified in the relevant Contract;

"Listing" means a listing of any Programme on the Marketplace that is managed by the Seller and which offers Rights in the Programme to prospective Buyers;

"Losses" means all losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, damages, liabilities, compensation, settlements, expenses and/or professional costs and/or charges;

"Marketplace" means the cloud-based online marketplace called "Licenceo" that is proprietary to Licenceo and through which Sellers and Buyers may negotiate and enter into Contracts for Rights in Programmes;

"Marketplace Fee" means an amount equivalent to twenty per cent (20%) of the total aggregate Contract Fees that are payable by a Buyer to the Seller under an individual Contract, as specified in the Deal Terms;

"Payment Processor" means Stripe and/or any of its affiliates, including any other regulated payment services provider that may be appointed by Licenceo from time to time;

"Programme" means any vertical-format film, series or mobile first short-form video content, together with associated metadata, artwork, trailers and related materials, that is listed by a Seller on the Marketplace;

"Release Confirmation" means an instruction from Licenceo to release the Contract Fees to the Seller, less the Marketplace Fee due to Licenceo;

"Required Listing Information" means, in respect of each Listing, the following information: (a) title (English); title (original language); short synopsis; genre; format; episode count; production year; original language; Buyer paywall policy; Restricted regions; (b) technical specifications: resolution, frame rate, audio, master format. (c) rights and availability: territory, window start, window end, exclusivity, guide price / yr; and (d) guide pricing: guide price (per year), minimum annual term; (e) right-to-sell declaration; and (f) master files, trailer, screeners.

"Rights" means the rights granted by a Seller to a Buyer under a Contract to [distribute, broadcast, stream, transmit, publicly perform, sub-license or otherwise exploit] the Programme, as set out in the relevant Deal Terms;

"Seller" means any business or sole trader that registers an Account as a seller on the Marketplace;

"User" means either a Buyer or Seller, including any individual that accesses the Marketplace on behalf of a Buyer or Seller, as applicable; and

"User Data" means any data that is imported to the Marketplace by a User.

1.2. Clause headings do not affect interpretation. References to "include", "including" and similar words are illustrative and do not limit the generality of the preceding words.

2. ACCESS TO THE MARKETPLACE

2.1. Licenceo grants each User a non-exclusive, non-transferable and revocable right to access and use the Marketplace from any location worldwide:

2.1.1. in the case of Sellers, to upload, display, list and market its Programmes to prospective Buyers;

2.1.2. in the case of Buyers, to search Listings and to preview Programmes; and

2.1.3. in the case of all Users, to negotiate and conclude Contracts for the licensing of Rights in Programmes.

2.2. Each User must not:

2.2.1. reverse engineer, decompile, re-engineer or otherwise attempt to discover the source code of any software that is comprised within the Marketplace;

2.2.2. reproduce, copy, modify or adapt the Marketplace or any part thereof, or transfer, assign, sell rent, lease, license, distribute, commercially exploit, or otherwise make it available to any third party;

2.2.3. remove or deface any notice of confidentiality or trademark that may be displayed via the Marketplace; or

2.2.4. transmit through the Marketplace any virus, worm Trojan horse or other malware.

2.3. Licenceo may, at its sole discretion, limit or otherwise restrict any unrecognised device or gateway from accessing or connecting to the Marketplace in order to protect the security of the Marketplace.

2.4. Licenceo may, at its sole discretion, change, discontinue, substitute, terminate or discontinue all or any part of the Marketplace (including any third party provider to Licenceo), or remove and/or change any feature or functionality.

2.5. Licenceo may suspend its provision of the Marketplace to any User if:

2.5.1. any third party provider to Licenceo suffers an outage or otherwise suspends or terminates its provision of services to Licenceo for any reason;

2.5.2. there is an actual or reasonably anticipated security incident affecting the Marketplace; or

2.5.3. the User commits, or is reasonably suspected of committing, any breach of these Terms.

In such event, Licenceo shall endeavour to provide advance notice to any affected User of the suspension.

2.6. The Marketplace may contain links to third party websites or services. Any User's access to and/or use of any third party website or service is at its own risk. Licenceo does not approve or endorse any third party website or service that is made available via the Marketplace.

3. ACCOUNTS

3.1. To register an Account, a User must provide accurate and complete registration information. In doing so, each User confirms that it is not a consumer. Licenceo will complete identity and other checks before activating an Account. Licenceo may, at its option, decline to register any User that fails to complete its onboarding process.

3.2. Each User is responsible for:

3.2.1. configuring and maintaining the confidentiality of its access credentials; and

3.2.2. all activities that occur under its Account, including any unauthorised use of any username, token certificate, key, pin and/or password.

3.3. Each User must notify Licenceo within one (1) day of becoming aware of any unauthorised use of the Marketplace or any other security incident.

3.4. Licenceo does not assume any responsibility for the operation of any computer programme, hardware, communication lines and/or equipment that are used by or on behalf of any User to access and use the Marketplace.

4. LISTINGS AND CONTRACTS

4.1. A Seller may create a Listing by uploading a Programme to the Marketplace through its Account. Each Seller must include full details of the Required Listing Information for each Listing. The Seller is solely responsible for the accuracy and completeness of each Listing.

4.2. A Buyer may negotiate and make an offer to the Seller to license the Rights in any Programme based on a Listing and the Required Listing Information set out on the Marketplace. The Buyer must use the message functionality provided on the Marketplace to make an offer to the Seller and to conduct those negotiations. Upon receipt of a formal enquiry or offer from a prospective Buyer, the Seller may, at its option, prepare the draft Deal Terms and will then issue the Deal Terms to the Buyer via the Marketplace. The Seller and the Buyer may exchange multiple drafts of the Deal Terms via the Marketplace prior to execution. A Contract is only formed at the time at which both Contract Parties have confirmed that the relevant Deal Terms are agreed via click-acceptance on the Marketplace.

4.3. The Contract Parties will receive a confirmation email once the Contract has been executed and when payment is received by the Payment Processor. The Seller must, within 5 Business Days of the date on which the Contract is entered into by the Contract Parties, deliver to the Buyer the Programme through the Marketplace's approved transfer protocols. Otherwise, the Contract will be cancelled automatically and all amounts paid by the Buyer will be refunded.

4.4. With effect from the date of receipt of the Programme, the Buyer will have a period of seven (7) Business Days in which to raise a ticket with Seastar and the Seller via the Marketplace if the Buyer identifies any error or fault in the Programme delivered. If that fault or error meets the requirements of Licenceo's refund policy (accessible here: https://docs.google.com/document/d/1KuBqP-EHo1WVlrCOaY7kJHY-J_zqDj2o/edit?usp=sharing&ouid=116904870951881047213&rtpof=true&sd=true) and is verified by Licenceo, then Licenceo will notify the Seller and the Seller must resolve the issue and deliver to the Buyer an updated Programme within a period of two (2) Business Days. In the event the issue still remains unresolved, the Seller will be afforded a further twenty-four (24) hours in which to fix the issue and to deliver an updated Programme to the Buyer. If the Seller fails to resolve the issue at the second attempt, then the Contract will automatically terminate and the Buyer will receive a full refund of all Contract Fees already paid.

4.5. The Deal Terms will, upon click-acceptance by both Contract Parties, form a separate divisible agreement between the Contract Parties, and which incorporates by reference these Terms. As a hosting provider, Licenceo does not buy or sell Programmes on the Marketplace and is not a Contract Party to any Contract. In the event of any conflict, inconsistency or ambiguity between these Terms and any Deal Terms, the Deal Terms shall take precedence in respect of the Programme being licensed only and solely to the extent necessary to resolve such conflict, inconsistency or ambiguity.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All Intellectual Property Rights in the Marketplace shall remain vested in Licenceo ("**Licenceo IPRs**"). Nothing in these Terms or any Contract shall operate to vest or transfer title to the Licenceo IPRs from Licenceo to any User or third party.

5.2. Each Seller grants Licenceo a non-exclusive, worldwide, royalty-free licence to upload, host, reproduce, display and publish any Programme (including free trailers and related content), data or information (including trade marks and branding) that a Seller uploads to the Marketplace, in order to:

5.2.1. create and manage Listings;

5.2.2. facilitate the negotiation and execution of Contracts; and

5.2.3. operate, improve and market the Marketplace in any media (including through creator channels on social media platforms).

6. SELLER WARRANTIES AND OBLIGATIONS

6.1. Each Seller warrants and undertakes that:

6.1.1. it has full power and authority to execute, deliver and perform its obligations under these Terms and each Contract;

6.1.2. any Contract it enters into is approved by a duly authorised representative of the Seller; and

6.1.3. there are no binding agreements or arrangements with third parties, and there shall not be at any time any agreements or arrangements, the terms of which would prevent it from entering into a Contract, or would impede the performance by it of its obligations or the granting of any Rights under the relevant Contract.

6.2. The Seller will provide additional warranties and undertakings to the Buyer in respect of each Programme, as specified in the relevant Deal Terms. Each Seller further warrants and undertakes that:

6.2.1. its Programmes and each Listing, and the exercise by the Buyer of the Rights granted to it under any Contract, will not infringe any third party's Intellectual Property Rights, other proprietary rights, or rights of publicity or privacy;

6.2.2. it shall comply with all Applicable Laws (including laws and regulations governing export control) in the performance of its obligations under these Terms and each Contract; and

6.2.3. its Programme do not contain any virus, Trojan horse, malware or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data.

6.3. In the event that any Programme (or part thereof) has been generated or manipulated using artificial intelligence technologies, then the Seller must ensure that its Programme is appropriately marked and labelled as required by Applicable Laws (including, where applicable, Regulation (EU) 2024/1689 (the Artificial Intelligence Act)). Licenceo shall not be required to monitor or verify if any Programme is appropriately marked or labelled to disclose that it is artificially generated or manipulated.

6.4. Licenceo may take down or suspend any Listing or Programme that it reasonably believes is unlawful, infringing, or is otherwise in breach of these Terms.

7. BUYER WARRANTIES AND OBLIGATIONS

7.1. Each Buyer warrants and undertakes that:

7.1.1. it has full power and authority to execute, deliver and perform its obligations under these Terms and each Contract;

7.1.2. any Contract it enters into is approved by a duly authorised representative of the buyer; and

7.1.3. there are no binding agreements or arrangements with third parties, and there shall not be at any time any agreements or arrangements, the terms of which would prevent it from entering into a Contract, or would impede the performance by it of its obligations under the relevant Contract, including the payment of the Contract Fees.

7.2. Each Buyer is solely responsible for its own assessment of each Listing. Licenceo assumes no responsibility for a Buyer's assessment of, or reliance on, any information contained in a Listing.

7.3. Licenceo does not endorse, promote, or recommend any Programme listed on the Marketplace. Each Buyer is solely responsible for its decision to enter into any Contract through the Marketplace.

8. FEES AND PAYMENT

8.1. Upon click-acceptance of a Contract, the Buyer will receive a request from the Payment Processor to pay the Contract Fees due to the Seller. The Buyer must pay the Contract Fees in full on receipt of a payment request from the Payment Processor. The Payment Processor will be responsible for holding that amount in an escrow account until such time as it receives a Release Confirmation from Licenceo.

8.2. Within a period of [twenty four (24) hours] after delivery of the relevant Programme, the Buyer must notify Licenceo via the Marketplace if the Programme has been delivered in accordance with the terms of the Contract. When delivery is confirmed by the Buyer and has been separately verified by Licenceo, Licenceo will issue a Release Confirmation to the Payment Processor. Licenceo will deduct its Marketplace Fee from the total Contract Fees due to the Seller. Licenceo will procure that the Payment Processor pays the Seller the balance of the Contract Fees due under the Contract.

8.3. Each User must pay all amounts due under these Terms and each Contract in full without any set-off for other claims or deductions. Payment of all Contract Fees and the Marketplace Fees shall be made in US dollars.

8.4. All amounts payable pursuant to each Contract are exclusive of any sales, use, property, ad valorem, value added or similar tax properly chargeable in accordance with Applicable Laws. Each Buyer shall pay such tax at the rate for the time being chargeable in respect of the Programme being licensed, subject to the Seller providing the Buyer with such valid tax invoices or other documentation as may be required by any Applicable Laws.

8.5. The Buyer shall make all payments due under a Contract without withholding or deduction of any tax, levy, duty or impost (including withholding taxes), unless required by Applicable Law. If any such withholding or deduction is required by any taxation authority, the Buyer shall, when making any payment to which the withhold or deduction relates, pay to the Seller such additional amount as will ensure that the Seller and Licenceo receive the same total amount of Contract Fees and the Marketplace Fee, as applicable, as each of them would have

received had no such withholding or deduction been required.

9. CONFIDENTIALITY

9.1. Each party will:

9.1.1. at any time treat all other parties' Confidential Information as confidential;

9.1.2. use the other parties' Confidential Information solely for the performance of, or exercise of, its rights or obligations under these Terms and, in the case of any Buyer and Seller, each Contract; and

9.1.3. except where required by Applicable Law or by order of a court of competent jurisdiction, not publish or otherwise disclose to any third party another party's Confidential Information without the owner's prior written consent.

9.2. Each party may disclose another party's Confidential Information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information solely as required for the purposes of these Terms and, in the case of any Buyer and Seller, each Contract, and subject to each such person being subject to an obligation of confidentiality substantiality similar to Clause 9.1.

9.3. The terms of each Contract are confidential. Subject to Clause 9.2, neither the Buyer nor the Seller under any Contract may disclose the terms of that Contract to any third party, except where required by Applicable Law.

9.4. The obligations of confidentiality set out in this clause 9 shall not apply:

9.4.1. where the disclosing party has given its specific prior written consent to the disclosure;

9.4.2. to Confidential Information which is or becomes within the public domain (other than as a result of a breach of this Clause 9);

9.4.3. where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it;

9.4.4. where a court or regulatory authority of competent jurisdiction requires the disclosure of the relevant Confidential Information; or

9.4.5. where the information was developed by, or for, the receiving party independently of any information received under these Terms or any Contract and by persons who had no access to, or knowledge of, that information.

10. INDEMNITIES

10.1. Each Seller shall at all times, during and after the term of these Terms and any Contract, indemnify and keep indemnified Licenceo and the relevant Buyer against all Losses suffered by Licenceo or the relevant Buyer, as applicable, arising out of any infringement or alleged infringement of any third party's Intellectual Property Rights as a result of Licenceo or the relevant Buyer's use or possession of that Seller's Programmes pursuant to these Terms or any Contract, as applicable.

10.2. In relation to each Contract:

10.2.1. the Seller shall at all times, during and after the term of the Contract, indemnify and

keep indemnified the Buyer against all Losses suffered by the Buyer arising out of any breach or alleged breach by the Seller of any representation, warranty, or undertaking given by the Seller under that Contract; and

10.2.2. the Buyer shall at all times, during and after the term of the Contract, indemnify and keep indemnified the Seller against all Losses suffered by the Seller arising out of any breach or alleged breach by the Buyer of any representation, warranty, or undertaking given by the Buyer under that Contract.

10.3. Each User shall at all times indemnify and keep indemnified Licenceo against all Losses suffered by Licenceo as a result of that User's access to and use of the Marketplace.

10.4. A party seeking indemnification ("**Indemnified Party**") from another party ("**Indemnifying Party**") shall:

10.4.1. notify the Indemnifying Party in writing of any claim or threatened claim giving rise to the indemnity, provided that any delay in notification shall only reduce the Indemnifying Party's liability to the extent that such delay has materially prejudiced the defence of the claim;

10.4.2. give the Indemnifying Party sole and complete control and authority over the defence, negotiation and settlement of such claim, provided that the Indemnifying Party shall: (i) keep the Indemnified Party reasonably informed of material developments; (ii) consult with the Indemnified Party in good faith on the defence strategy; and (iii) not settle any claim on terms that impose any non-monetary obligation on, or require any admission of liability by, the Indemnified Party without the Indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed);

10.4.3. not make any admission of liability, agreement or compromise in relation to any such claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld or delayed where delay would materially prejudice the Indemnifying Party); and

10.4.4. provide reasonable cooperation and assistance to the Indemnifying Party in connection with the defence of any such claim, at the Indemnifying Party's reasonable cost and expense.

10.5. The Indemnified Party may, at its own cost, participate in the defence of any claim with counsel of its own selection, provided that the Indemnifying Party shall retain sole control of the defence.

11. LIABILITY

11.1. Nothing in these Terms or any Contract limits or excludes any party's liability for:

11.1.1. death or personal injury caused by its negligence or that of its employees;

11.1.2. fraud or fraudulent misrepresentation by it or its employees;

11.1.3. any indemnity given by it under Clause 10 of these Terms; or

11.1.4. any other liability that cannot lawfully be limited or excluded.

11.2. Subject to clause 11.1, neither party shall be liable to any other party under these Terms or, in the case of the Contract Parties, any Contract, for:

11.2.1. any loss of profits, business or goodwill (whether direct or indirect); or

11.2.2. any indirect, special, or consequential loss.

11.3. Subject to clauses 11.1 and 11.2, Licenceo's total aggregate liability to any Buyer or Seller arising out of or in connection with these Terms, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited to the greater of:

11.3.1. an amount equivalent to one hundred percent (100%) of the Contract Fees in dispute; and

11.3.2. the sum of one thousand pounds (£1,000).

11.4. Except as otherwise expressly set out in these Terms, Licenceo excludes and disclaims all warranties, conditions or statements, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, non-infringement, system integration and/or data accuracy, or that the Marketplace and/or any Programme or Listing will be accurate, reliable, uninterrupted or error-free.

12. SUSPENSION AND TERMINATION

12.1. Licenceo may suspend or terminate a User's Account with immediate effect if:

12.1.1. the User is in material breach of these Terms;

12.1.2. in the case of a Buyer, the Buyer fails to pay when due the Contract Fees under any Contract;

12.1.3. the User is affected by an insolvency event; or

12.1.4. Licenceo reasonably suspects fraud, unlawful activity, or a breach of sanctions or anti-money laundering requirements.

12.2. Upon any termination of a User's Account, all rights and/or licences granted under these Terms shall immediately terminate. Termination of a User's Account on the Marketplace will not affect any Contract previously entered into by that User, and these Terms shall remain in effect with respect to such Contract(s) until the termination or expiration of the term thereof.

12.3. Termination of a User's Account does not affect any accrued rights or liabilities, or the continuance of any provision expressly or impliedly intended to survive.

13. DATA

13.1. Licenceo will process each User's personal data to fulfil its obligations and rights under these Terms and to provide the Marketplace. Licenceo collect, stores, uses and protects personal data in accordance with its Privacy Policy: [**Privacy Policy**]

13.2. In the provision of the Marketplace, Licenceo may apply proprietary data analysis techniques, computer code, and algorithms to User Data that is either uploaded to Licenceo's information technology systems or accessed by Licenceo, or that is otherwise transferred by a User to Licenceo. All User Data that is transformed by Licenceo in its information technology systems shall constitute "**Production Data**". Production Data is the property of Licenceo and Licenceo owns all Intellectual Property Rights that may subsist in Production Data. For the avoidance of doubt, Licenceo shall have no obligation to provide Production Data to any User other than as specified in these Terms.

14. GENERAL

14.1. If Licenceo is delayed or unable to perform any of its obligations under these Terms due to any event beyond its reasonable control, then the requirement to comply with those obligations shall be suspended for as long as, and to the extent that, performance is delayed or prevented. In the event that the delay continues for more than sixty (60) days, an affected User may terminate its Account on written notice to Licenceo.

14.2. No User may assign, novate, sub-contract, charge or otherwise deal with any of its rights or obligations under these Terms without Licenceo's prior written consent.

14.3. Nothing in these Terms creates a partnership, joint venture, or agency relationship between Licenceo and any User, or between the Contract Parties to any Contract. Save where expressly stated, no party has authority to bind another party.

14.4. A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or a single or partial exercise of, any right or remedy shall not waive that or any other right or remedy. Rights and remedies under these Terms and each Contract are cumulative and do not exclude rights or remedies provided by law.

14.5. If any provision of these Terms is or becomes illegal, invalid or unenforceable, that shall not affect the remaining provisions, which shall continue with the minimum modification necessary to make them enforceable.

14.6. Licenceo may amend these Terms from time to time by posting updated terms on the Marketplace. Licenceo will endeavour to provide reasonable prior notice of any material change. Amendments do not apply retrospectively to Contracts already agreed via the Marketplace.

14.7. These Terms and, in respect of a Buyer and Seller, any Contract, constitute the entire agreement between the relevant parties as to their subject matter and supersede all prior agreements and understandings relating to it. Each party confirms that it has not accepted these Terms or, in the case of a Contract Party, entered into any Contract, in reliance upon any promise, agreement, representation, or warranty not expressly stated in these Terms or the applicable Contract.

14.8. Nothing in these Terms or any Contract is intended to, nor shall create any right enforceable by any third party or any individual or entity that is not party to these Terms, or a Contract Party to any Contract. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms or any Contract.

14.9. All communications and notices to be made or given under these Terms must be in the English language and sent to one of the email addresses here: info@seastarfilm.com. Any communication or notice to be given by either Contract Party should be sent to the email address(es) or address for notices stated in the Deal Terms. All notices sent by email will be deemed served at the time the email is sent provided the sender is not in receipt of a notification of failure of delivery and has complied with any instructions received in an automatic "out of office" or similar bounce back.

14.10. If any dispute arises in connection with these Terms or any Contract, then the affected parties or, in the case of any Contract, the Contract Parties, agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the affected parties or the Contract Parties, as applicable, within 14 Business Days of notice of the dispute, the mediator will be nominated by CEDR.

14.11. All disputes arising out of or in connection with these Terms and any Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English.

14.12. These Terms and each Contract shall be governed by and construed in accordance with the laws of England and Wales.