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THE WORLD PROPERTY NETWORK

The World Property Network.com - where people and property connect.....

TWPN - Service Partners and Resources Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY
AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS
INTERPRETATION**

IT IS HEREBY agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Condition shall, unless the context otherwise admits, apply to this Agreement:

“Agreed Fee”: means the fee agreed between You and Us, as set out in Section 1 as attached to this Agreement; Being either Agreement Option 1, 2, OR 3.

“Agreement”: means this Resources / Service Partner Licence Agreement;

“Resource / Service Partner”: means the individual or company wishing to sell services on Our website/s

“Customer”: means any person, individual or company who or which signs up to the Website and registers with Us in order to use the Website;

“Electronic Automated Invoicing Facility”: means Our electronic automated invoicing facility to be used in relation to all payments due to Us under this Agreement and for Customer tracking and logging purposes;

“Geographical Region”: means the geographical region specified in Section 2 as attached to this Agreement;

“Intellectual Property Rights”: means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business, and domain names, rights in trade dress or get-up, rights in goodwill, or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

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- “Maintaining Relations”:** means communicating with, assisting, updating and responding promptly to any Customer, always in a polite manner and generally treating the Customer as if the customer was one of Your own clients or customers;
- “Monthly Status Report”:** means Our standard electronic monthly report to be in the form attached to this Agreement as provided to You upon acknowledgement of this Agreement;
- “Transaction”:** means the sale of Your services to a Customer or website visitor from Us (for the avoidance of doubt, this means that the visitor has clicked onto Your logo / URL and has purchased Your products or services via Our portal);
- “Us”, “Our”, “We”:** refers to TWP (UK) Limited trading as “TWP.com” and its subsidiaries, employees, officers, agents and affiliates;
- “You”, “Your”:** refers to You as the person, company or organisation;
- “Website”:** means www.TWP.com or www.TheWorldPropertyNetwork.com or any other websites or sub-domains/websites that We shall own and/or operate from time to time;
- “Your Services”:** means the service/services showcased by You on Our Website.

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking into account of any amendment extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. If You are, or a particular Service is, based in a jurisdiction outside the United Kingdom, any reference in this Agreement to an event, procedure or piece of legislation shall, where appropriate, be constructed as a reference to any equivalent or analogous event, procedure or legislation in that jurisdiction.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition, schedule and paragraph headings do not affect the interpretation of these conditions.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that persons’ legal and personal representatives, successors and permitted assigns.
- 1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8 Reference to terms and/or conditions are to the conditions of this Agreement

2. APPLICATION OF CONDITIONS

- 2.1 The agreement between Us and You shall be on the terms and conditions set out in this Agreement to the exclusion of all other terms and conditions, including any terms or conditions endorsed on, delivered with, referred to in, or contained in, Your acceptance of these terms and conditions, or implied by law, trade custom, practice or course of dealing.

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2.2 These conditions shall apply to all of Our relations with You and any variation to these conditions and any representations about the services provided by Us shall have no effect unless expressly agreed by Us or on Our behalf. You acknowledge that You have not relied on any statement, promise or representation made or given by Us or on Our behalf which is not set out in this Agreement.

3. COMMENCEMENT AND DURATION OF AGREEMENT

3.1 This Agreement shall commence on the date of registration and acceptance by Us as to the mutual commercial agreement and shall continue for 1 year as determined from the date of registration, unless earlier terminated by either party by giving three months' notice in writing to the other or otherwise pursuant to this Agreement.

3.2 Without prejudice to either party's right to terminate this Agreement in accordance with Condition 12, neither party shall serve the three months' notice referred to in Condition 3.1 at any time in the first 9 months of this Agreement.

4. SCOPE OF THE AGREEMENT

4.1 We will allow You to advertise and showcase Your Services on the Website.

4.2 It is agreed that where any Transaction has been entered into by You with a Customer and that Customer has been linked to You through the Website, the Agreed Fee will be payable by You to Us for that Transaction.

5. OUR OBLIGATIONS

5.1 We shall use all reasonable endeavours to provide and maintain the Website but make no representation or warranty that Your access to the Website will be uninterrupted or error free at all times or that the Website will be free from error, computer viruses, infection and/or similar code.

5.2 We make no guarantee that the Website or information available over it complies with laws other than those of England and Wales.

5.3 We shall allow You to showcase Your Services onto the Website in accordance with Our written instructions from time to time. We do not warrant that any Transaction will result from You showcasing details of Your Services onto the Website.

5.4 We will automatically and electronically log / keep an internal audit of all username and email address details of Customers provided by Us to You, via the Website.

5.5 We do not verify or guarantee any Customer's details which are provided to You and accept no responsibility as to the suitability of any Customer.

6. YOUR OBLIGATION

6.1 You hereby represent and warrant to Us that You have the power to enter into, perform and deliver, and You have taken all necessary action to authorise the entry into, performance and delivery of this Agreement and that this Agreement, when executed, will constitute Your legal, valid and binding obligation.

6.2 You have entered into this Agreement in order to showcase Your Services from the Geographical Region and You will be required to enter into a separate agreement with Us, for each additional geographical region in which Your Services are located.

6.3 You agree to showcase Your Services on the Website in the form and format required by Us. You must not include your full postal addresses within the description of Your Service.

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- 6.4 You represent and warrant that all information provided by You to Us and/or uploaded onto the Website is complete, accurate and up-to-date at all times.
- 6.5 You agree that it is Your responsibility to keep the details of Your Services complete, accurate and up-to-date at all times and You shall ensure that any changes to the status of Your Services showcased on the Website are made as soon as reasonably practicable following each change.
- 6.6 You agree that You will provide Us with a written Monthly Status Report (on the last day of each calendar month) of all Transactions entered into or completed with any customers linked to You from the Website via URL clicks, email enquiries or leads converted.
- 6.7 You shall not, without Our prior written consent, at any time from the date of this Agreement and for a period of 12 months after the termination of this Agreement, solicit or entice away from Us or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of Ours.
- 6.8 You agree not to use any of the services provided by Us, including but not limited to the Website, for any improper, immoral, offensive, abusive, indecent, obscene, malicious or unlawful purpose and must ensure that any information uploaded by You onto the Website is not defamatory, misleading or deceptive or in breach of any Intellectual Property Rights.
- 6.9 You agree not to use any of the Services provided by Us, including but not limited to the Website, to send or distribute multiple unsolicited emails or messages (i.e. 'spam') or to cause any other person annoyance, inconvenience or worry.
- 6.10 You agree to provide Us free of charge with all information and co-operation which We may reasonably require from time to time to enable Us to perform and observe Our obligations under this Agreement.
- 6.11 You represent and warrant that You will at all times during the continuance of this Agreement comply with all applicable legislation and regulations and any guidelines and/or codes issued by any relevant trade organisation or authority.
- 6.12 You will not make reference to Us or the Website or use Our logo in any document (including promotional or merchandising material) without Our prior written consent.
- 6.13 You agree that You must not include links to the Website in any other website without Our prior written consent, In particular (but without limiting the foregoing) You must not include in any other website any "deep link" (whether by hypertext linking, deep-linking, framing, tagging or otherwise) to any page on the website other than the homepage without Our prior written consent.
- 6.14 You acknowledge that We shall be entitled, at any time and without incurring any liability to You remove the details of Your Services if:
- (a) such details breach or are likely to breach any applicable law or regulation
 - (b) You have breached any term of this Agreement
 - (c) We reasonably believe that it is necessary or desirable to improve the operation or presentation of the Website

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6.15 You will indemnify Us and keep Us indemnified from and hold Us harmless against any and all loss (including any direct, indirect or consequential losses, loss of profit and/or loss of reputation), damage or liability, including any legal fees and costs incurred by Us, arising directly or indirectly from Your fraud, negligence, failure to perform or delay in the performance of any of Your obligations under this Agreement or any other breach by You of this Agreement, including any breaches caused by any act, neglect or default of Your agents, employees or sub-contractors.

6.16 You agree to indemnify Us and hold Us harmless from and against any costs, losses, damages, liabilities or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, arising from Your use of, or conduct on, the Website or the services on the Website in contravention of this Agreement.

6.17 Upon signing of this Agreement, You agree to set-up a unique inbound URL that is "Tagged" to Us in order for Us to track all transactions for the sole purpose of quality control and invoicing purposes.

This process is to enable Us to cross reference and independently check all electronic communications emanating from Our Website.

6.18 You agree to use and complete Our Electronic Automated Invoicing Facility for all payments that are due to Us under this Agreement and for logging and tracking all Customer activities. You also agree to use Our Customer status reports in our back-end administration suite for all activity relating to our Customer / client interface and communications.

7. CHARGES AND PAYMENT

7.1 You agree to pay to Us the Agreed Fee within at the end of each calendar month of the earlier receipt by You of Your commission and/or fees in relation to that Transaction together with documentary evidence of the commission and/or fees received by You.

7.2 In the event of late payment by You of any money due to Us under this Agreement, You shall in addition pay interest to Us (after as well as before judgment) on all outstanding sums at the annual rate of 4% above the Bank of England base rate from time to time (or, at Our discretion, 4% above the base rate of an equivalent bank in the applicable geographical region to which this Agreement relates) from the due date for payment until the actual date of payment.

7.3 While any money due to Us under this Agreement is outstanding, We shall be entitled, until such time as full payment is received by Us, to remove Your Services from the Website without incurring any liability to You. We shall restore Your Services on to the Website as soon as is practicable after We receive full payment of all monies owed.

7.4 We shall be entitled at any time without limiting Our other rights and without incurring any liability to You to permanently delete your Services should You fail to make any payment to Us when due on more than one occasion.

7.5 Should You continue to be late in paying any amounts due to Us under this Agreement, We shall be entitled to require You to place a specified amount of money on account before We allow You to make further use of the Website or Our services under this Agreement.

7.6 Subject to the performance by You of all of Your obligations under this Agreement, We may allow You credit up to and in accordance with the provisions of the credit limit agreed between You and Us from time to time.

7.7 We are a United Kingdom based company and will apply VAT (or any other taxes, levies or similar payments worldwide) However, You are responsible for your own tax liabilities within the country / countries of operation.

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7.8 Any payments due under the terms of this Agreement which are expressed to be made by You to Us in the lawful currency for the time being of the United Kingdom may be made in the lawful currency for the time being of the territory in which Your Services is situated, provided that, following the conversion by Us of such payments into the lawful currency for the being of the United Kingdom, We do not receive an amount which is less than the required sum.

7.9 All payments to be made under the terms of this Agreement must be made by electronic or telegraphic transfer of funds.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights and all other rights in the Website shall be owned by Us. We agree to license all such rights to You during the term of this Agreement free of charge and on a non-exclusive, worldwide basis to such an extent as is necessary to enable You to make reasonable and proper use of the Website for the purposes of this Agreement. If this Agreement is terminated this licence to use the Website will automatically terminate.

8.2 You agree not to do any act or omit to do any act which is in any way detrimental to Our Intellectual Property Rights.

8.3 You agree not to use Our Intellectual Property Rights otherwise than as permitted by this Agreement, and You agree to indemnify Us for any loss incurred as a result of any misuse.

9. CONFIDENTIALITY

9.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to You by Us, Our employees, agents or sub-contractors and any other confidential information concerning Our business or Our products or the Customers which You may obtain. You shall restrict disclosure of such confidential material to such of Your employees, agents or sub-contractors as need to know the same for the purpose of discharging Your obligations to Us, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind You under this Agreement.

9.2 You shall keep in strict confidence the terms and subject matter of this Agreement (as the same may be amended or varied from time to time) and the subject matter of any negotiations between You and Us including, without limitation, the amount of the Agreed Fee.

9.3 All data supplied by Us to You shall, at all times, be and remain Our exclusive property, but shall be held by You in safe custody at Your own risk and maintained and kept in good condition by You and shall not be disposed of or used other than in accordance with Our written instructions or authorisation.

9.4 This Condition 9 shall survive the termination of this Agreement however arising.

10. LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

10.1 This Condition 10 sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:

(a) any breach of this Agreement;

(b) any use made by You of the services provided by Us or any part of them; and

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- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.3 Nothing in these conditions limits or excludes Our liability:
- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation.
- 10.4 Subject to Condition 10.3, We shall not be liable for:
- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill and/or similar losses; or
- (d) loss of anticipated savings; or
- (e) loss of goods; or
- (f) loss of contract; or
- (g) loss of use; or
- (h) loss of corruption of data or information; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 In addition to Condition 10.4, We will not be liable under this Agreement for any failure or delay in performing Our obligations to the extent that such liability, failure or delay is caused by any breach by You or Your agents, employees or sub-contractors of Your obligations under this Agreement or as a result of any matter beyond Our reasonable control.
- 10.6 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount paid to Us by You in the preceding 3 month period.
- 11. DATA PROTECTION**
- 11..1 You acknowledge and agree that details of Your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by Us and on Our behalf. You undertake to comply with the Data Protection Act 1998 (and any other equivalent or analogous legislation in the applicable geographical region to which this Agreement relates) and shall procure that Your employees, agents and sub-contractors shall observe the same.

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12. TERMINATION

12.1 In addition to the parties' rights to terminate this Agreement in Conditions 3.1 and 3.2, either party may terminate this Agreement immediately on giving notice to the other if:

- (a) the other party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (d) a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (f) the other party ceases, or threatens to cease, to trade; or
- (g) there is a change of control of the other party; or
- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

12.2 We may terminate this Agreement with immediate effect if any payments due to Us under the terms of this Agreement remain unpaid after becoming due.

12.3 You shall, immediately upon termination of this Agreement, be liable to pay to Us all outstanding amounts due to Us.

12.4 You shall, immediately upon termination of this Agreement and at Our discretion, either return to Us or destroy all information provided by Us to You including, without limitation, all information and contact details in relation to any Customer.

13. FORCE MAJEURE

13.1 We shall have no liability to You under this Agreement if We are prevented from or delayed in performing Our obligations under this Agreement or from carrying on business by acts, events, omissions or accidents beyond Our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving Our workforce or the workforce of any other party), failure of a utility service or transport 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 or storm.

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14. VARIATION

14.1 We reserve the right to amend these terms and conditions at our discretion, including terms relating to fees, at any time by amending them on the Website. Please review the Website regularly to ensure that You are aware of any changes made by Us. Your continued use of the Website after such changes have been made to the terms and conditions means that You agree to be legally bound by the terms and conditions as updated and/or amended.

15. WAIVER

15.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

15.2 Unless specifically provided otherwise, rights under this Agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

16.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

16.3 The parties agree, in the circumstances referred to in Condition 16.1 and if condition 16.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. While an attempt at substitution is made the obligations of the parties under any invalid or unenforceable provision of this Agreement shall be suspended.

17. STATUS OF PRE-CONTRACTUAL STATEMENTS

17.1 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty, or understanding (whether in writing or not) of any person (whether a party to these terms and conditions or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

17.2 This Agreement represents the entire agreement between the parties in relation to the subject matter hereof and supersedes and replaces any prior written or oral agreements, representations or understanding between them relating to such subject matter.

18. ASSIGNMENT

18.1 You shall not, without Our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

18.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

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19. NO PARTNERSHIP OR AGENCY

19.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. RIGHTS OF THIRD PARTIES

20.1 This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and nothing in this Agreement shall confer any benefit on any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. THIRD PARTY LIABILITY

21.1 We do not accept liability for services provided by a third party including but not limited to, third party equipment or system failure, internet service providers failure, pager, mobile network providers and telecom service providers failure. We do not accept responsibility for the quality of the data uploaded to the Website by You or any third party on Your behalf. You acknowledge that transmission of data over the internet can be subject to errors and delays.

22. NOTICES

22.1 All notices or other communications relating to this Agreement shall be given in writing or any of the methods below and deemed to have been duly given if sent by hand or first class recorded post to TWP (UK) Limited, TWP Logix House, Wrotham Road, Meopham, Kent, DA13 0QB, United Kingdom, or facsimile or electronic mail to support@TWP.com with letter attachment to a party at the address or relevant facsimile number or electronic mail address for such party as either party may from time to time advise by written notice to the other.

22.2 Notice shall be deemed to have been received:

- (a) if sent by first class recorded post two working days following the date of dispatch; or
- (b) if sent by fax, hand or electronic mail simultaneously with delivery or receipt of transmission if during normal office hours and if not then at 9.00am on the next working day

22.3 Either party may, by at least fifteen (15) days notice to the other party, change its business address, postal box, electronic mail address or fax numbers. Written communication shall thereafter be sufficiently given if sent as provided to the destinations specified in such notice of change.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the laws of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

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23.3 Nothing in this Condition 23.3 limits Our right to bring proceedings against You in connection with this Agreement:

- (a) in any other court of competent jurisdiction; or
- (b) concurrently in more than one jurisdiction,

where We consider that the raising of such proceedings is necessary or desirable for the protection or enforcement of Our rights under this Agreement.

-END-

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