Ibex Publishing Limited & Ibex Publishing France
Date of document: 01/01/2025

Advertising Terms and Conditions

1. Parties

1.1. Ibex Publishing Limited, incorporated and registered in England and Wales with company number 13447208, whose registered office is at International House, 50 Essex Street, London, United Kingdom, WC2R 3JF or its subsidiaries, such as Ibex Publishing France, SIREN 932133614, whose registered office is at 67 Rue Saint-Jacques, Paris, France, 75005, or others as established from time to time (**Publisher**)

1.2. Any party who has duly signed the relevant "Order Form" for the supply of advertising and/or sponsorship services which include, but is not limited to, print advertising, digital advertising, and event sponsorship (**Advertiser)**

2. Definitions

2.1. **Definitions**. Capitalised terms not otherwise defined in the Agreement have the meanings set out in this Section.

2.2. "**Brand Safety Guidelines**" means any guidelines of Advertiser now existing or hereafter implemented, amended, or revised, governing the placement of its advertisements within a publication.

2.3. "**Intellectual Property**" means any and all trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and other similar designations of source; original works of authorship and related copyrights and any other intangible property in which any party holds proprietary rights, title, interests, or protections, however arising, pursuant to the laws of England and Wales, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

2.4. **"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 in the UK or the European Union from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

2.5. **"Business Day"**: a day, other than a Saturday, Sunday or public holiday in England or France, when banks in London and Paris are open for business.

3. Agreement to Purchase and Sell Ad Space.

3.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, during the Term (as defined in Section 11.1), the Publisher shall sell to the Advertiser, and the Advertiser shall purchase from the Publisher advertising space in the Publication ("**Ad Space**") as provided in this Agreement. The Advertiser may purchase Ad Space for individual Advertisements as well as for multiple Advertisements that are part of a coordinated ad campaign.

3.2. Use and Obligations of Advertising or Media Agency. Any obligation of Advertiser pursuant to this Agreement may be satisfied by any advertising or media agency, which has been duly appointed by Advertiser to act on Advertiser's behalf (the "**Ad Agency**") and shall be deemed to be an obligation of Advertiser and the Ad Agency. Additionally, any right of Advertiser pursuant to this Agreement may be exercised by the Ad Agency and shall be deemed to be a right of Advertiser and the Ad Agency.

3.3. Non-Exclusivity. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between Advertiser and Publisher. This Agreement will not restrict (a) the Advertiser from advertising in other publications or media or (b) the Publisher from selling Ad Space to any third parties.

3.4. Submission of Insertion Orders. Advertiser shall initiate all purchases of Ad Space by delivering to Publisher an insertion order via digital communication, such as electronic mail or electronic file transfer ("**Insertion Order**"). Advertiser's delivery of an Insertion Order to Publisher constitutes an offer to purchase Ad Space pursuant to the terms and conditions of this Agreement and the Insertion Order, and no other terms.

3.5. Amendments to Insertion Orders. Advertiser shall have the right to cancel or amend any Insertion Order delivered to Publisher, without Publisher's consent, only if Publisher has not yet accepted the Insertion Order. Any such cancellation or amendment must be delivered in writing to the Publisher via electronic mail.

3.6. Acceptance or Rejection of Insertion Orders. The Publisher has the right, in its sole discretion, to accept or reject any Order. Publisher shall accept any Insertion Order by confirming the order in writing to Advertiser by delivering written confirmation of acceptance and/or an invoice within 15 days ("Accepted Insertion Order"). No Insertion Order is binding on the Parties unless accepted by the Publisher.

3.7. Terms of Agreement Prevail Over Insertion Orders. In the event of any conflict between the terms of this Agreement and the terms of any Accepted Insertion Order, the terms and provisions of this Agreement shall control.

3.8. Publisher Policies. Publisher shall provide Advertiser with all of its advertising policies for the Publication, including technical specifications for advertisements, submission deadlines for any of the layout, copy, or artwork, content restrictions, and any other compliance policies for advertisements to appear in the Publication, as may be implemented or amended by Publisher from time to time ("Publisher Policies").

4. Price and Payment.

4.1. Price. Advertiser shall purchase Ad Space from Publisher at the prices set forth in the relevant and signed "order form" ("**Prices**").

4.2. Taxes. All Prices are exclusive of all VAT, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by the Advertiser under this Agreement. Advertiser shall be responsible for all such charges, costs, and taxes, except for any taxes imposed on, or related to, Publisher's income, revenues, gross receipts, personnel, real or personal property, or other assets.

4.3. Payment. Publisher shall issue a monthly invoice for each Accepted Insertion Order accepted during the applicable month and shall be accompanied by documentation showing proof of publication. Publisher shall send invoices to Advertiser's billing address as set forth on the Accepted Insertion Order. Advertiser shall pay all invoiced amounts due to Publisher within 30 business days from the date of such invoice, except for any amounts disputed by Advertiser in good faith. Advertiser shall make all payments by wire transfer in accordance with the following wire instructions found on the relevant invoice.

4.4. Invoice Disputes. Advertiser shall notify Publisher in writing of any dispute with an invoice (along with substantiating documentation) within 15 business days from the date of such invoice. Advertiser will be deemed to have accepted all invoices for which Publisher does not receive timely notification of disputes, and shall pay all undisputed amounts due under such invoices within the period set forth in Section 4.3. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4.5. Late Payments. Except for invoiced payments that the Advertiser has successfully disputed, the Advertiser shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of

20 % per month above the Bank of England Base Rate at the time of the invoiced payment, or at £85 / €100 per day, whichever is highest.

5. Advertisement Requirements.

5.1. Delivery and Marking.

5.1.1. Advertiser shall deliver all Advertisements to Publisher in final format in accordance with the technical specifications set forth in the then-current Publisher Policies.

5.2. Clearances. Advertiser shall be responsible for obtaining all rights, licenses, permissions, releases, approvals, clearances, and credit or attribution information, and for payment of all royalties, license, or reuse or other fees required for Advertiser to create any Advertisement and grant Publisher the right to reproduce, print, and distribute it in the Publication.

5.3. Publisher Approval.

5.3.1. Advertiser must ensure that all Advertisements conform to the then-current Publisher Policies when submitted to Publisher. Publisher reserves the right to reject any Advertisement (regardless of whether such Advertisement was previously accepted) which, in its sole discretion, it determines (i) does not comply with any Publisher Policy, (ii) is offensive, obscene, or profane, (iii) is defamatory, libellous, slanderous, or otherwise unlawful, (iv) is false or misleading or (v) claims endorsement in any way by Publisher of any products or services.

5.3.2. Publisher shall notify Advertiser as soon as reasonably possible of any objection to any Advertisement or any Creative Component therein. Publisher may, in its sole discretion, (i) provide Advertiser with the opportunity to amend or replace a rejected Advertisement, provided that Advertiser meets any and all applicable Submission Deadlines and Publisher's overall publication schedule, (ii) allow Advertiser to substitute a previously run ad having the same dimensions, or (iii) run a public service announcement or house advertising in place of any rejected Advertisement.

5.4. Brand Safety Guidelines.

5.4.1. Advertiser shall provide Publisher with a copy of or access to its then-current Brand Safety Guidelines upon delivery of any Insertion Order to Publisher.

5.4.2. Publisher shall use commercially reasonable good faith efforts to comply with any Brand Safety Guidelines of Advertiser. Publisher shall provide prompt written notice to Advertiser if Publisher is unable to comply with Advertiser's Brand Safety Guidelines for any reason. If Publisher cannot comply with Advertiser's Brand Safety Guidelines, Advertiser shall have the right to rescind and cancel the related Insertion Order without liability.

5.4.3. If Publisher prints any Advertisement in violation of the Brand Safety Guidelines, Advertiser shall have the right to demand a comparable unit of advertising from Publisher in another issue of the Publication at no charge or if such remedy is impossible or impracticable, in the form of a credit or refund for the cost of the Advertisement.

6. Publisher's License. Subject to the terms and conditions of this Agreement, Advertiser grants Publisher a limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to reproduce, publish, and distribute each Advertisement, including all of Advertiser's Intellectual Property contained therein, in the Publication in accordance with the terms of this Agreement and the corresponding Accepted Insertion Order. Other than this express license, Advertiser grants no right or license to Publisher by implication, estoppel, or otherwise to any Advertisement or Advertiser's Intellectual Property.

7. Representations, Warranties, and Certain Covenants.

7.1. Mutual Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to the other that:

7.1.1. it is a legal entity duly organised, validly existing, and in good standing in the jurisdiction of its incorporation;

7.1.2. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement;

7.1.3. it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

7.1.4. the execution of this Agreement by its Representative whose signature is set forth at the end hereof and the delivery of this Agreement by the Party has been duly authorized by all necessary action of the Party;

7.1.5. this Agreement has been executed and delivered by the Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid and binding obligation of the Party, enforceable against the Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity; and

7.1.6. it is now and through the Term shall remain in compliance with all laws applicable to the performance of its obligations under this Agreement or any Accepted Insertion Order.

7.2. Advertiser Representations, Warranties, and Covenants. Advertiser represents, warrants, and covenants to Publisher that:

7.2.1. at the time of the Advertisement's publication and dissemination, any statement, claim, or representation made in any Advertisement (i) will be supported by competent and reliable prior substantiation in accordance with all applicable laws, including the regulations of the UK Advertising Standards Authority and (ii) shall comply with all other applicable laws regarding deceptive trade practices, fair competition, and consumer protection;

7.2.2. nothing in any Advertisement or Creative Component will (i) violate any criminal law, (ii) advocate any illegal activity or (iii) be defamatory, libellous, slanderous, or otherwise unlawful;

7.2.3. Advertiser has and will retain all rights, licenses, and clearances necessary to lawfully use, and authorise Publisher to use, the contents and subject matter contained in any Advertisement including: (i) any Intellectual Property; (ii) any testimonials or endorsements contained in any Advertisement; (iii) any name, photograph, likeness, or identity of individuals, either living or dead, famous, or not famous; and (iv) any other rights, licenses, permissions clearance, or approvals which may be necessary;

7.2.4. to the extent that any Advertisement or Creative Component is delivered to the Publisher in electronic form, it will not contain any viruses, time bombs, or other devices capable of disabling or interfering with any computer systems or software; and

7.2.5. Advertiser shall use the Ad Space solely for its own benefit and not for the placement of any third-party advertising without the explicit consent of the Publisher.

7.3. Publisher Covenants. Publisher shall not, and shall not grant any third party the right to:

7.3.1. Republish or otherwise reuse, edit, modify, or create any derivative works of any Advertisement or Creative Component thereof in any media now in existence or hereafter developed, whether or not combined with its own materials or material of others.

7.3.2. Alter or delete any Advertiser Trademark or Trademark or copyright notice included in any Advertisement.

7.4. No other representations or warranties; non-reliance. Except for the express representations and warranties contained in section 6, (a) neither party to this agreement, nor any other person on such party's behalf, has made or makes any express or implied representation or warranty, either oral or written, whether arising by law[, course of dealing, course of performance, usage, trade,] or otherwise, all of which are expressly disclaimed, and (b) each party acknowledges that it has not relied upon any representation or warranty made by the other party, or any other person on such party's behalf, except as specifically provided in section 6 of this agreement.

8. Indemnification.

8.1. Advertiser Indemnification Obligations. Advertiser shall defend, indemnify, and hold harmless Publisher and its employees, officers, directors, agents, affiliates, successors, and permitted assigns (collectively, "**Publisher Indemnified Party**"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (collectively, "**Losses**"), incurred by Publisher Indemnified Party/ arising out or resulting from any claim alleging:

8.1.1. material breach by Advertiser of any representation, warranty, covenant or other material obligations set forth in this Agreement or any Accepted Insertion Order; or

8.1.2. negligence or more culpable act or omission of Advertiser (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement.

8.2. Publisher Indemnification Obligations. Publisher shall defend, indemnify, and hold harmless Advertiser and its employees, officers, directors, agents, affiliates, successors, and permitted assigns (collectively, "**Advertiser Indemnified Party**"), against any and all Losses, arising out of or resulting from any third-party claim alleging:

8.2.1. material breach by Publisher of any material obligations set forth in this Agreement or any Accepted Insertion Order; or

8.2.2. gross negligence or more culpable act or omission of Publisher Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement.

8.3. Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, neither Party is obligated to indemnify or defend the other Party or any of its indemnified parties against any Losses arising out of or resulting , in whole or in part, from the other Party's:

8.3.1. willful, reckless or negligent acts or omissions; or

8.3.2. bad faith failure to materially comply with any of its obligations set forth in this Agreement.

8.4. Indemnification Procedures. A party seeking indemnification under this Section 8 (the "**Indemnified Party**") shall give the Party from whom indemnification is sought (the "**Indemnifying Party**"): (a) prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure and (b) reasonable cooperation in defense of such claim. The Indemnifying Party shall have the right to control the defence and settlement of any such claim, provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defence at its own expense.

9. Limitation of Liability; Disclaimer of Warranties.

9.1. Limitation of Liabilities.

9.1.1. No liability for consequential or indirect damages. Except with respect to the parties' liability for indemnification, liability for breach of confidentiality, liability for infringement or misappropriation of intellectual property, in no event will either party be liable to the other for any consequential, incidental, indirect, exemplary, special, or punitive damages whatsoever (including damages for loss of use, revenue, or profit, business interruption, and loss of information), whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

9.2. Liability between advertiser and agency. Advertiser and ad agency shall be jointly and severally liable for all amounts due under this agreement. Advertiser shall provide Publisher with evidence of ad agency's acknowledgement of this provision and agreement to be held jointly and severally liable with advertiser for all amounts due under this agreement. The ad agency shall be solely liable for payment of all media invoices, if the ad agency has been paid for those invoices by the advertiser/unless the ad agency can demonstrate it has not been paid for those invoices by the advertiser.

10. **Confidentiality**.

10.1. The Parties shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

10.1.1. any use or disclosure authorised by the Client or required by law; or

10.1.2. any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

10.2. Nothing in this section prevent the Parties (or any of their officers, employees, workers or agents) from:

10.2.1. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or

10.2.2. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or

10.2.3. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or

10.2.4. complying with an order from a court or tribunal to disclose or give evidence; or

10.2.5. making any other disclosure as required by law

11. Term; Termination.

11.1. Term. The term of this Agreement commences on the Effective Date and continues for a period of 12 months unless it is earlier terminated as provided under this Agreement (the "**Term**").

11.2. Mutual Right to Terminate. Either Party may terminate this Agreement upon written Notice (as defined in Section 12.3) to the other Party:

11.2.1. if the other Party materially breaches any material provision of this Agreement or any Accepted Insertion Order (other than Advertiser's obligation to pay any amount when due which is governed by Section 11.4) and either the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party within 30 days after its receipt of written Notice of such breach;

11.2.2. if the other Party (i) becomes insolvent or is generally unable to pay its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

11.2.3. in the event of a Force Majeure Event.

11.3. Advertiser's Right to Terminate Without Cause. The Advertiser may terminate this agreement within 10 Business Days of signing the Order Form. Beyond the aforementioned 10 Business Days, if the Advertiser cancels this agreement, the Advertiser will be liable for 100% of the sums due listed in the Order

11.4. Publisher's Right to Terminate. Publisher may terminate this Agreement upon written Notice to Advertiser:

11.4.1. if Advertiser fails to pay any amount when due under this Agreement and such failure continues for 30 business days after Advertiser's receipt of written Notice of nonpayment;

11.4.2. if within any 3 month period, 2 or more late payments or non-payments occur.

11.5. Effect of Termination.

11.5.1. Expiration or termination of this Agreement will not affect any rights or obligations that: (i) are to survive the expiration or earlier termination of this Agreement; and (ii) were incurred by the Parties prior to such expiration or earlier termination.

11.5.2. Except for Advertiser's termination under Section 11.3, Notice of termination under this Agreement shall operate as an automatic cancellation of any Advertisements that are scheduled to be published subsequent to the date of the termination notice, subject to any unavoidable restrictions imposed by Publisher's production schedule. If Publisher's production schedule prevents automatic cancellation of any Advertisements, the effective date of termination of this Agreement, solely with respect to any such outstanding Accepted Insertion Orders, shall be the date immediately following publication of the final Advertisement unable to be automatically cancelled.

11.5.3. Subject to Section 8, the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of the terminating

Party's rights or remedies/either Party's rights, remedies, or defenses under this Agreement, at law, in equity, or otherwise.

12. Miscellaneous.

12.1. Entire Agreement. This Agreement, including all related exhibits, schedules, attachments, and appendices, together with any Accepted Insertion Orders, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.2. Survival. Subject to the limitations and other provisions of this Agreement, (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of 12/ months after such expiration or termination; and (b) Section 4 and Section 12 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

12.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, recognised overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

12.4. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.5. Amendment. No amendment to this Agreement is effective unless it is in writing and signed by an authorised Representative of each Party.

12.6. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.7. Assignment. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement to a parent, subsidiary, or other affiliate a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of the Party's assets. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12.8. No Third-Party Beneficiaries.

12.8.1. Subject to Section 12.8.2 this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.8.2. The Parties hereby designate the Advertiser Indemnified Parties and Publisher Indemnified Parties as third-party beneficiaries of Section 8 of this Agreement having the right to enforce Section 8.

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

12.10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

12.11. **Relationship of Parties.** Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Publisher is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

12.12. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed or electronically signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.