

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms, the following terms mean as follows:

- (a) **Authorised User:** a human user using the Services on your behalf.
- (b) **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- (c) **Charges:** the charges payable by you in respect of the Contract as set out in the Order Form and/or in these Terms, as they may be updated by us from time to time in accordance with these Terms.
- (d) **Contract:** means the legal agreement between you and us comprised of the Order Form and these Terms referred to in the Order Form.
- (e) **Initial Term:** the period specified as such in the Order Form.
- (f) **Intellectual Property Rights:** copyright and related rights, moral rights, patents, rights to inventions, trade marks business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (g) **Message:** any message sent by you to a Patient by SMS, email or voice messages, in any case, using the Services.
- (h) **Order Form:** the document listing the various commercial terms relating to the Contract (as they may be updated from time to time) and from which these Terms are hyperlinked.
- (i) **Patient:** any patient registered with you as a patient.
- (j) **Renewal Term:** is defined in clause 15.1.
- (k) **Service Manual:** the descriptions and information at <https://knowledge.mjog.com>.
- (l) **Services:** such patient communication, messaging and/or engagement services as are listed and/or described in the Order Form, together with ancillary support and other services we may provide connected to them.

(m) **Services Start Date:** the day on which the Contract begins as set out in the Order Form.

(n) **Software:** our or our licensors' online software applications whose outputs from interaction with Your Data, are made available by us as part of the Services.

Term: is defined in clause 15.1.

(o) **Terms:** the provisions of this terms and conditions document together with any updates we may make to them from time to time.

(p) **Usual Business Hours:** (i) 08:30 to 17:00, Monday to Thursday; and (ii) 08:30 to 16:30 on Friday; in each case excluding public holidays in England.

(q) **Virus:** any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

(r) **We or Us:** Huma Therapeutics Limited, a private limited company registered in England with registration number 07725451 and having its registered office at 13th Floor Millbank Tower, 21-24 Millbank, London, England, SW1P 4QP.

(s) **You:** the entity listed on the Order Form.

(t) **Your Data:** means any data provided by you (or on your behalf) to us in connection with use of the Services, or provided by you for use within the Services; including personal data and sensitive data about Patients.

1.2 In these Terms, the following rules apply:

(a) Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(b) A reference to writing or written includes email but excludes fax.

(c) Unless the context otherwise requires:

- (i) words in the singular shall include the plural and in the plural shall include the singular;
- (ii) a reference to one gender shall include a reference to the other genders.
- (d) A reference to a statute or statutory provision:
 - (i) is a reference to it as it is in force as at the date of the Contract; and
 - (ii) shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- (e) References to clauses are to the clauses of these Terms.

2. The Contract

2.1 The Contract between you and us is comprised of the terms of the Order Form together with these Terms.

2.3 The individual person so accepting this Contract warrants, undertakes and represents that they do so for and on behalf of the entity who is defined as 'you'.

3. Our obligations

3.1 Subject to: (i) the Charges being paid (whether by you or another on your behalf as detailed in the Order Form); (ii) compliance with all the terms and conditions of the Contract; and (iii) clause 8; we shall, during the Term use commercially reasonable endeavours to:

- (a) provide the Services and make available the Service Manual to you, and the applicable organisations/service recipients detailed in the Order Form, on and subject to the terms of this Contract, including clause 4;
- (b) make the Services and Service Manual available 24 hours a day, seven days a week, except for:
 - (i) planned maintenance carried out during the maintenance window of 10pm to 2am UK time; and
 - (ii) unscheduled maintenance performed outside Usual Business Hours, provided that we have used reasonable endeavours to give you at least 6 Usual Business Hours' notice in advance;
- (c) as part of the Services, provide you with our standard support services as set out in clause 7.

3.2 Subject to clause 8, we undertake to perform the Services with commercially reasonable skill and care..

4. Right to use the Services

4.1 Subject to: (i) all the Charges owed having been paid (whether by you or another on your behalf); and (ii) your compliance with all the terms and conditions of the Contract; we hereby grant you a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Service Manual during the Subscription Term solely for your internal business operations.

4.2 You undertake that each Authorised User shall keep a secure password for their use of the Services and Service Manual and that each Authorised User shall keep their password confidential.

4.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) depicts illegal sexually explicit images;
- (c) facilitates illegal activity;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to our other rights, to disable access to any material that breaches the provisions of this clause 4.3.

4.4 You shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between you and us and except to the extent expressly permitted under the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Services and/or Service Manual (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

- (b) access all or any part of the Services or Service Manual in order to build a product or service which competes with the Services;
- (c) use the Services and/or Service Manual to provide services to third parties;
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Service Manual available to any third party,
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services or Service Manual, other than as provided under this clause 4;
- (f) introduce or permit the introduction of any Virus into our network or information systems;
- (g) perform any action that might degrade the performance of the Services, including Denial of Service attacks; or
- (h) conduct penetration or vulnerability testing with respect to the Services or use any automated application monitoring tools in respect of the Services, without our prior written consent.

4.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Service Manual and, in the event of any such unauthorised access or use, promptly notify us.

5. [Suspension of the Services or access to the Service Manual](#)

5.1 We may, without prejudice to any other rights or remedies available to us, suspend your access to, or use of, the Services or the Service Manual if:

- (a) you are in breach of any of your obligations under the Contract;
- (b) there is an attack on the Services;
- (c) we are required by applicable law to suspend your access to, or use of, the Services; or
- (d) we reasonably believe the suspension of the Services is necessary to protect its infrastructure, network or the use of the Services by anyone including because of a threat to security, integrity or use of the Services.

5.2 In the event of such suspension, we shall use reasonable endeavours to re-establish or re-permit your access to the Services and Service Manual as soon as reasonably practicable following our determination that the cause of suspension has been resolved.

5.3 Subject to clause 14.2, we shall have no liability to you for any exercise of our suspension rights pursuant to this clause 5 or the consequences of such suspension.

6. [Changes to the Services or Service Manual](#)

6.1 We may make changes to the Services and/Service Manual to:

- (a) improve, update or upgrade existing functionality or services;
- (b) introduce new functionality or services;
- (c) remove defunct or out-of-date functionality;
- (d) reflect changes to technology or market practice;
- (e) ensure the Services meet the description in the Service Manual;
- (f) ensure that the Services remain compliant with all applicable laws, legal obligations and regulations; providing any such changes shall not result in a material degradation in a material functionality of the Services.

7. [Support services](#)

7.1 Subject to clauses 7.5 and 7.6:

- (a) we shall provide support via telephone and email between the hours of 08:30 to 17:00, Monday to Thursday and 08:30 to 16:30 on Friday, excluding public holidays in England; and
- (b) support may, by arrangement, be provided outside of these hours but may incur an additional charge.

7.2 We shall only be obliged to address support requests that relate to the location and correction of faults in the Services subject to clauses 7.5 and 7.6 and only if you follow the procedure below:

- (a) All suspected faults should first be logged via email: support@mjog.com as soon as the fault is noticed. It is important to provide as much relevant information as possible when submitting the support request so the issue can be resolved promptly.
- (b) We will assign to each reported fault: (1) an identifying number; and (2) a priority level at our sole reasonable discretion as follows:
 - (i) High: The Services have become inoperative or there is a loss of functionality;
 - (ii) Medium: The Services have become partially inoperative with some loss of functionality or features;

(iii) Low: The Services have lost some minor functionality or features.

- (c) We will email to your Main Nominated Contact: (i) the fault identifying number; and (ii) automated updates to the issue.

Progress on existing issues can be accessed at any time via the online Support Centre (as above).

7.3 Subject to clause 7.4, we will use reasonable endeavours to respond to all reported faults as quickly as reasonably practicable but we aim to provide, whenever possible, workarounds in the following times:

- (a) High priority fault: 1 Business Day ;
- (b) Medium priority fault: 5 Business Days;
- (c) Low priority fault: 10 Business Days.

7.4 We will use reasonable endeavours to implement permanent fixes to reported faults in the following times:

- (a) High priority fault: 5 Business Days;
- (b) Medium priority fault: 30 Business Days;
- (c) Low priority fault: 90 Business Days.

7.5 Support does not include the provision of assistance required due to:

- (a) an act, error or omission by you;
- (b) a Virus;
- (c) unauthorised use of the Services, including acts which would be a criminal offence; or
- (d) failure to take action recommended by us or any act taken that is contrary to our advice or instruction.

7.6 Support services which we reasonably deem are outside the scope of our usual support scope (examples of such out of scope support include: problem solving, training and technical consultancy) shall be subject to mutual agreement in writing and shall be chargeable at our standard published day rates from time to time.

8. Disclaimers

8.1 Non-conformance with clause 3.1 shall not be due to (and the undertaking at clause 3.2 shall not apply to) the extent of any non-conformance which is caused by, and we shall not be in breach of the Contract to the extent any such alleged or purported breach is caused by:

- (a) performance of the Services by anyone other than us or expressly authorised by us;
- (b) a modification of the Services, Software or Service Manual by anyone other than us;

(c) your use of the Services, Software or Service Manual in a manner contrary to the instructions given to you by us; or

(d) your use of the Services, Software or Service Manual after notice of any alleged or actual infringement from us or any appropriate authority.

8.2 We do not warrant that:

- (a) your use of the Services or Service Manual will be uninterrupted or error-free;
- (b) that the Services or Service Manual will meet your requirements; or
- (c) the Services or Software will be free from Viruses.

8.3 We are not responsible for any third party services and/or related interfaces to which the Services connect to. We shall use reasonable commercial endeavours to ensure that integrations with any such third party services and interfaces remain functional.

8.4 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.5 We shall follow our archiving procedures for Your Data as set out in our back-up policy. In the event of any loss or damage to Your Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Your Data from the latest back-up of such Your Data maintained in accordance with the archiving procedure described in our back-up policy. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party.

8.6 The Contract shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

9. Your obligations

9.1 You shall:

- (a) provide us with all necessary co-operation in relation to the Contract and the Services;
- (b) provide us with all necessary access to such information, including Your Data, security access

information and configuration information as may be required by us in order to provide properly the Services;

- (c) ensure that all Authorised Users use the Services and the Service Manual in accordance with the Contract and be responsible for any Authorised User's breach of the Contract;
- (d) obtain and maintain all necessary licences, consents, and permissions necessary for you to lawfully use the Services and the Service Manual and otherwise to perform your obligations under the Contract;
- (e) ensure your network and systems comply with any relevant specifications provided by us from time to time;
- (f) be solely responsible for:
 - (i) procuring, maintaining and securing your network connections and telecommunications links from your systems to our data centres; and
 - (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

9.2 You warrant, undertake and represent that your use of the Services is intended to aid and supplement, and is not a substitute for, the expertise and judgement of physicians, pharmacists or other healthcare professionals.

9.3 You acknowledge that all information we provide pursuant to the Services and the Service Manual is provided on the basis that relevant healthcare practitioners who have responsibilities to a Patient for care will retain full and sole responsibility for deciding any treatment to prescribe or dispense to that Patient and, in particular, whether the use of any information provided by or transmitted using the Services is safe, appropriate or effective for any particular Patient or in any particular circumstances.

10. Data protection:

10.1 The parties acknowledge that the Services include the processing by us of personal data on behalf of you. For any such processing, the parties agree that you shall be the Controller and we shall be the Processor.

10.2 In this regard, the terms of the [Data Processing Agreement found here](#), shall apply to all processing of personal data hereunder.

11. Proprietary Rights

11.1 You acknowledge that:

- (a) we and/or our licensors own all Intellectual Property Rights in the Services, Service Manual and Software;
- (b) the Contract does not grant you any Intellectual Property Rights in or associated with the Services, Service Manual or Software; and
- (c) save to the extent expressed specifically to the contrary in the Contract you have no rights in or to the Services, Service Manual or Software or any outputs of them.

11.2 You and we acknowledge that:

- 11.2.1 you shall own all right, title and interest in and to all of Your Data; and
- 11.2.2 you shall have sole responsibility for the legality, lawfulness, reliability, integrity, accuracy and quality of all Your Data.

12. Charges and payment

12.1 In consideration for our obligations in the Contract (including the provision of the Services) you shall pay to us the Charges in accordance with this clause 12.

12.2 The Charges will be calculated as set out in the Order Form or as otherwise set out or referred to in the Terms.

12.3 We may increase the Charges upon at least 60 days' prior notice to you to come into effect at the start of a Renewal Term; if you disagree with such increase you may terminate the Contract by notice to us and in accordance with clause 15.1(a) before such amended Charges come into effect. Before the commencement of any Renewal Term, we will review the list of Patients against national data sets and we may amend the Charges accordingly based on the new size of the Patient list.) For the avoidance of doubt, we do not offer any reconciliation or refunds should the number of Patients have decreased during any period during the Term.

12.4 Each invoice shall be paid within 30 days of the date of the invoice.

12.5 We may, at our discretion, charge a reasonable administration fee for all late or non-electronic payments.

12.6 All Charges shall be paid in full without any set-off, counterclaim, deduction or withholding.

12.7 We may agree that the Charges may be paid to us on your behalf by a third party (such as an Integrated Care Board (ICB), Integrated Care Service (ICS) or other third party). However, if such third party fails to make any payment of any of the Charges due and owing, you remain primarily liable to pay us for all Charges.

12.8 All amounts stated or referred to in the Contract:

- (a) shall be payable in pounds sterling;
- (b) are non-cancellable and non-refundable; and
- (c) are exclusive of value added tax, which shall be added to each of our invoices at the appropriate rate.

13. Indemnity

13.1 You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Services and/or Service Manual.

14. Limitation of liability

14.1 Except as expressly and specifically provided in the Contract:

- (a) you assume sole responsibility for results obtained from the use of the Services and the Service Manual by you, and for conclusions drawn from such use; and for all use of Your Data;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
- (c) the Services and the Service Manual are provided to you on an "as is" basis.

14.2 Nothing in the Contract excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded by applicable law.

14.3 Subject to clause 14.2, we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for:

- (a) any special, indirect or consequential losses, damages, costs, charges or expenses;
 - (b) loss of actual or anticipated profits;
 - (c) loss of contracts;
 - (d) loss of use of money;
 - (e) loss of anticipated savings;
 - (f) loss of revenue;
 - (g) loss or depletion of goodwill and/or similar losses;
 - (h) loss of reputation;
 - (i) ex gratia payments;
 - (j) loss of business;
 - (k) loss of operation time;
 - (l) loss of opportunity;
 - (m) loss of, damage to or corruption of, data or information; or
 - (n) any third party claim resulting from the late, wrong or non-delivery of Messages;
 - (o) any third party claim resulting from any interruption to any of the Services;
- whether or not such losses were reasonably foreseeable or the Party in default or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, clauses (b) to (o) apply whether such losses are direct, indirect, consequential or otherwise.

14.4 Subject to clause 14.2 and to clause 14.3, our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance, non-performance or contemplated performance of the Contract shall be limited in respect of any claim (or group of factually connected claims) to the total Charges paid by you (or on your behalf) during the 12 months immediately preceding the date on which that claim arose, or, if liability arises in the first 12 months of the Contract, the total Charges payable by you (or on your behalf) in these first 12 months.

15. Termination

15.1 The Contract shall commence on the Services Start Date and, unless otherwise terminated as provided in this clause 12, shall continue for the Initial Term and, thereafter, shall be automatically renewed for successive periods of 12 months (each a Renewal Term), unless:

- (a) either party notifies the other of termination, in writing, at least 30 days before the end of the

Initial Term or any Renewal Period, in which case the Contract shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
(b) otherwise terminated in accordance with the provisions of the Contract;
and the Initial Term together with any subsequent Renewal Periods shall constitute the Term.

15.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable;
- (b) the other party commits a material breach of any term of the Contract which breach is remediable but fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation, receivership or any composition or arrangement with its creditors (other than in relation to a solvent restructuring); or
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15.3 On termination of the Contract for any reason:

- (a) all rights and licences granted shall immediately terminate and you shall immediately cease all use of the Services and the Service Manual;
- (b) you shall return and make no further use of any equipment, property (including the Service Manual) and other items (and all copies of them) belonging to us;
- (c) we may destroy or otherwise dispose of any of Your Data in our possession unless we receive, no later than five days after the effective date of the termination of the Contract, a written request for the delivery to you of the then most recent back-up of Your Data. On receipt of such notice, we shall use reasonable commercial endeavours to deliver the back-up to you within 30 days of its receipt of such a written request, provided that you have, at that time, paid all Charges outstanding at and resulting from termination (whether or not due at the date of termination) and we may then after providing that back-up

subsequently destroy or otherwise dispose of any of Your Data in our possession;

- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced; and
- (e) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. General

16.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

16.2 **Assignment and subcontracting.** You shall not, without our prior written consent, assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this agreement.

16.3 Confidentiality.

- (a) You undertake that you shall not at any time disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers or of any member of our company group to which we belong, except as permitted hereunder.
- (b) We undertake that we shall not at any time disclose to any person any of Your Data.
- (c) Each party respectively may disclose the other party's information listed in (a) and (b) above in respect of which it has given the undertaking in (a) and (b) above:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers,

representatives, subcontractors or advisers to whom it discloses such information comply with this clause 16.3; and

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

- (d) Neither party shall use the other party's information listed in (a) and (b) above for any purpose other than to perform its obligations under the Contract.

16.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- (c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16.5 Variation. No variation of the Contract shall be effective unless either: (i) it is in writing and signed by the parties (or their authorised representatives); or (ii) we notify you in writing of an update to these Terms or any relevant provision of the Order Form (for example the Charges in accordance with clause 12.3).

16.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy.

16.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

16.8 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

- (ii) sent by email to the address specified in the Order Form under "Contact Details".

- (b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;

- (ii) if sent by first-class post or other next working day delivery service, at 9am on the second business day in London after posting; or

- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when Usual Business Hours resume.

- (c) This clause 16.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.9 Third party rights. The Contract does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.10 Governing law and jurisdiction. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.