

EXCEEDING'S TERMS & CONDITIONS

The Customer's attention is particularly drawn to the provisions of clauses 8 & 10.

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Agreed Percentage: the fee that the Customer gets the Supplier to commit to pay contractually, **as defined in clause 7.1.**

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning set out in clause 2.1.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.7.

Contract: the contract between eXceeding and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from eXceeding.

Deliverables: the deliverables set out in the Specification produced by eXceeding for the Customer.

eXceeding: eXceeding Limited registered in England and Wales with company number 77065666.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, 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.

Order: the Customer's written acceptance of the Specification.

Services: the services, including the Deliverables, supplied by eXceeding to the Customer as set out in the Specification.

Specification: the description or specification of or quote for or proposal for or scope of work for the Services, setting out the Charges, provided in writing by eXceeding to the Customer.

Supplier: the supplier that the Customer enters in to a contract with as a result of eXceeding's procurement consultancy activities.

1.2 Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes acceptance by the Customer of the offer by eXceeding to supply Services in accordance with these Conditions on which date the Contract shall come into existence (Commencement Date).
- 2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of eXceeding which is not set out in the Contract.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by eXceeding, and any descriptions or illustrations contained in eXceeding's website, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by eXceeding shall not constitute an offer, and is only valid for a period of 28 days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1 eXceeding shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 eXceeding shall use all reasonable endeavours to meet any performance dates set out in Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 eXceeding shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and eXceeding shall notify the Customer in any such event.

- 3.4 eXceeding warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 eXceeding may, in its absolute discretion, deliver the Services to the Customer either itself or by any consultant or independent contractor engaged by it.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with eXceeding in all matters relating to the Services;
 - (c) provide eXceeding, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by eXceeding;
 - (d) provide eXceeding with such information and materials as eXceeding may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - (f) keep and maintain all materials, equipment, documents and other property of eXceeding ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain eXceeding Materials in good condition until returned to eXceeding, and not dispose of or use eXceeding Materials other than in accordance with eXceeding's written instructions or authorisation; and
- 4.2 A Customer shall not:
- (a) Poach the Company staff and/or consultants for a period of twelve months after employment
- 4.3 In the event that the Customer is in breach of clause 4.2 the Customer shall be liable to the Company in the sum of £10,000 for each and every breach.
- 4.4 If eXceeding's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) eXceeding shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays eXceeding's performance of any of its obligations;
 - (b) eXceeding shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from eXceeding's failure or delay to perform any of its obligations as set out in this clause 4.4; and

- (c) the Customer shall reimburse eXceeding on written demand for any costs or losses sustained or incurred by eXceeding arising directly or indirectly from the Customer Default.

4.5 The Customer shall not employ or offer to employ any consultant engaged by eXceeding to deliver the Services or any of eXceeding's employees either as consultants to or employees of, or in any capacity whatsoever for, the Customer during the term of this Contract and for a period of twelve months after termination of this Contract.

5. STAFF OBLIGATIONS

- 5.1 All of Companies staff and consultants are engaged under contracts that include restrictive covenants.
- 5.2 By entering into this agreement, the customer acknowledges and agrees that they shall not do anything whether by act or omission to put the Company's staff or consultants in breach of their restrictive covenants.
- 5.3 In the event that you are in breach of this clause 5 they shall be liable to the Company in the sum of £10,000 for each and every breach.

6. CHARGES AND PAYMENT

- 6.1 The Charges for the Services are set out in the Specification. Where the Charges for the Services are on a time and materials basis:
 - (a) the Charges shall be calculated in accordance with eXceeding's standard daily fee rates, as set out in the Order
 - (b) eXceeding's standard daily fee rates for each individual are calculated on the basis of a seven and a half hour day
 - (c) eXceeding shall be entitled to charge an overtime rate of twenty-five per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services; and
 - (d) eXceeding shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom eXceeding engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by eXceeding for the performance of the Services, and for the cost of any materials. Car mileage will be charged at 45p per mile.
- 6.2 eXceeding reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. eXceeding will give the Customer written notice of any such increase two months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify eXceeding in writing within four weeks of the date of eXceeding's notice and eXceeding shall have the right without limiting its other rights or remedies to terminate the Contract by giving four weeks' written notice to the Customer.

- 6.3 In cases where Charges are on a time and materials basis eXceeding shall invoice the Customer monthly in arrears or on completion of the Contract whichever is earlier.
- 6.4 In cases where a fixed Charge for the Services is agreed, the Charge shall be paid as to 33 per cent upon Order, as to 33 percent upon commencement of delivery of the Services and as to the balance on completion of the Contract, unless otherwise agreed in writing. eXceeding reserves the right to invoice the final monies owed on fixed Charge engagements where delays to the project are due to Customer availability, or the project runs beyond the planned term. Upon receipt of a valid invoice the Customer will make payment within due payment terms, eXceeding will provide the services until the project is completed to the Customer satisfaction.
- 6.5 In the event that the Specification provides for any performance or outcome-based bonus, or fees based upon achieved cost savings for the Customer or the award of business to the Customer, the Customer shall notify eXceeding immediately eXceeding's entitlement to such bonuses or fees as arisen. eXceeding shall then be entitled to invoice the Customer for such bonuses or fees.
- (a) the Customer shall pay each invoice for Charges submitted by eXceeding within 14 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by eXceeding, and
 - (c) the Customer shall pay each invoice for expenses payable under clause 5.1(d) within 14 days of the date of each invoice submitted eXceeding; and time for payment shall be of the essence of the Contract.
- 6.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by eXceeding to the Customer, the Customer shall, on receipt of a valid VAT invoice from eXceeding, pay to eXceeding such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.7 If the Customer fails to make any payment due to eXceeding under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). eXceeding may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by eXceeding to the Customer.

6.9

7. FEES PAID BY THE AWARDED SUPPLIER

7.1 In cases where the eXceeding's fees are paid by the Supplier, the following clauses apply:

- (a) the Supplier must pay the percentage of every invoice, as detailed in the procurement documents and contract, for the duration of this agreement, within 7 days of being paid by the Customer ("the Agreed Percentage").
- (b) eXceeding will make the Supplier at the point of bidding for the Customer's contract aware in writing the Agreed Percentage that they must pay eXceeding for every invoice they raise to the Customer as a result of the award of the contract.
- (c) eXceeding will confirm this Agreed Percentage with the Customer at the commencement of the project and the Customer will confirm their acceptance in writing.
- (d) the Customer will make eXceeding aware via writing of any contract additions or increases ad-hoc or otherwise that goes beyond the scope of the original procurement. The Customer can amend the original contract and/or increase the fee due by the Supplier to eXceeding.
- (e) the Customer will include the following clause into their contract with the Supplier:
 - (i) You commit to pay eXceeding Limited (company number **07706566**) the Agreed Percentage (*Customer to insert what this is based on the above table*) of every paid invoice paid by us, the awarding authority, within 7 days of receiving a payment for us for the duration of the contract, this includes any contract additions or additional changes.
 - (ii) You will provide monthly reporting to eXceeding Limited and include finance@exceeding.co.uk on all invoices relating to this contract and any additions or increases.
 - (iii) If you do not pay eXceeding Limited the Agreed Percentage fees, we will deduct this from you monthly service invoice and pay eXceeding Limited directly.
- (f) Should the Supplier not pay eXceeding the Agreed Percentage, the Customer will deduct the Agreed Percentage from the Supplier's service invoices and pay eXceeding directly in line with the eXceeding's invoices.
- (g) Should you not conclude the procurement, or enter into a contract with a Supplier you will pay eXceeding £900 per day for all time spent on the project to date.

7.2 The Customer must make reference to Clause 6 in all agreements with their Supplier.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by eXceeding.

8.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on eXceeding obtaining a written licence from the relevant licensor on such terms as will entitle eXceeding to license such rights to the Customer.

8.3 All Supplier Materials are the exclusive property of eXceeding.

9. CONFIDENTIALITY

A party (**receiving party**) 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 the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of the Contract.

10. CANCELTATION

10.1 The Customer hereby agrees that they will pay 50% of the agreed total fee or total estimated fee should the Customer cancel the order following it being accepted by eXceeding prior to eXceeding commencing Services.

10.2 The Customer hereby agrees that they will pay 100% of the agreed total fee or total estimated fee should the Customer cancel the order following it being accepted by eXceeding once eXceeding commences the delivery of Services.

11. MARKETING

11.1 The Customer hereby agrees that eXceeding may use the Customer's name and logo for marketing purposes and publicise that the Customer is using, or has used, the Services including, but not limited to, publication on eXceeding's website and in marketing material.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude eXceeding's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or

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

12.2 Subject to clause 12.1:

- (a) eXceeding shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) eXceeding's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount Charges actually paid by the Customer to eXceeding.

12.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1 Without limiting its other rights or remedies, in the case of Services supplied on an ongoing basis, either party may terminate the Contract by giving the other party two months' written notice.

13.2 Without limiting its other rights or remedies, 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 and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a

scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(b) to clause 13.2(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (l) the other party's financial position deteriorates to such an extent that in eXceeding's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.3 Without limiting its other rights or remedies, eXceeding may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

13.4 Without limiting its other rights or remedies, eXceeding may suspend the provision of the Services under the Contract or any other contract between the Customer and eXceeding if the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(m), or eXceeding reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14. SURVIVAL

14.1 On termination of this agreement, the following clauses shall continue in force:

- (a) Clause 1 (Interpretation);
- (b) Clause 6 (Charges and Payment);
- (c) Clause 9 (Confidentiality);
- (d) Clause 12 (Limitation of Liability);
- (e) Clause 14 (Survival);
- (f) Clause 15 (Consequences of Termination);
- (g) Clause 16 (Event of Non Payment); and
- (h) Clause 17 General).

14.2 Termination of this agreement shall not affect 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 agreement which existed at or before the date of termination.

15. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to eXceeding all of eXceeding's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, eXceeding shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of eXceeding Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then eXceeding may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.
- (e) The Customer shall be liable to pay eXceeding for the Termination Fee upon notice of termination or in accordance with Clause 16. This will be calculated in accordance with clause 6.9.

16. EVENT OF NON PAYMENT

16.1 In the event of the Customer not paying eXceeding's invoices in accordance with Clause 6, in addition to all other fees owed, the Customer undertakes to pay the Termination Fee to eXceeding within 6 months of the Commencement Date, and the anniversary of said date.

17. FORCE MAJEURE

- 17.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of eXceeding including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of eXceeding or 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, flood, storm or default of suppliers or subcontractors.
- 17.2 EXceeding shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 17.3 If the Force Majeure Event prevents eXceeding from providing any of the Services for more than 4 weeks, eXceeding shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

18. GENERAL

18.1 Assignment and other dealings.

- (a) eXceeding may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of eXceeding, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

18.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 **Severance.**

- (a) 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. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

18.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

18.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by eXceeding.

18.8 **Governing law.** This Contract, 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.

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