

GCloud 15 Terms & Conditions

ICNH Ltd t/a DrDoctor

TERMS & CONDITIONS

BACKGROUND

- A. DrDoctor specializes in providing cutting-edge cloud-based patient management tools that revolutionize and streamline doctor-patient processes within medical environments.
- B. The Buyer wishes to engage DrDoctor's expertise and incorporate their suite of solutions.
- C. DrDoctor has agreed to provide and the Buyer has agreed to take and pay for the Services subject to the terms and conditions of a Call-Off Order.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1. "**Business Day**" shall mean a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 1.2. "**Buyer IPR**" shall mean all Intellectual Property owned in whole or in part by or licensed to the Buyer prior to the Services Start Date or developed after the Services Start Date otherwise pursuant to a Call-Off Order.
- 1.3. "**Consumables**" shall mean text messages, RCS, emails and digital correspondence, letters, video minutes and automated voice calls as part of the communication processes which are required to deliver certain Services.
- 1.4. "**Data Controller**" shall have the same meaning as set out in the Data Protection Act 2018 and the GDPR.
- 1.5. "**Data Loss Event**" means an event that results, or may result, in unauthorised access to Personal Data held by the Processor under a Call-Off Order and/or actual or potential loss and/or destruction of Personal Data in breach of a Call-Off Order, including any Personal Data Breach.
- 1.6. "**Data Processor**" shall have the same meaning as set out in the Data Protection Act 2018 and the GDPR.
- 1.7. "**Data Protection Laws**" means all applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either Party or the Services, including the GDPR, the Data Protection Act 2018 and any laws which implement, replace, extend, re-enact, consolidate or amend any of the foregoing.

- 1.8. **“Data Protection Supervisory Authority”** means any regulator, authority or body responsible for administering Data Protection Laws.
- 1.9. **“Data Subject”** has the meaning given to it in applicable Data Protection Laws from time to time.
- 1.10. **“DrDoctor IPR”** shall mean Intellectual Property Rights proprietary to DrDoctor as defined in clause 8.1.
- 1.11. **“Force Majeure Event”** shall mean any circumstance not within a Party's reasonable control including, any total or partial failure of performance by it of its duties and obligations under a Call-Off Order occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, national lockdown, labour disputes of whatever nature.
- 1.12. **“Intellectual Property Rights”** shall mean copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.
- 1.13. **“Party”** shall mean each of the Buyer or Supplier and **“Parties”** shall mean the Buyer and Supplier together.
- 1.14. **“Personal Data”** shall mean any information relating to a living individual who can be identified, directly or indirectly, in particular by reference to: an identifier such as a name, an identification number, location data or an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.
- 1.15. **“Personal Data Breach”** has the meaning given to it in applicable Data Protection Laws.
- 1.16. **“Processing”** has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly).

- 1.17. **“Processing End Date”** means in respect of any Personal Data, the earlier of: (a) the termination or expiry of a Call-Off Order; or (b) once processing by the Data Processor of such Personal Data is no longer required for the purpose of the Data Processor’s performance of its relevant obligations under a Call-Off Order.
- 1.18. **“SLA”** shall mean DrDoctor service level agreement available on their website (<https://www.drdoctor.co.uk/service-level-agreement>) and as amended from time to time.
- 1.19. **“GDPR”** means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the laws of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- 1.20. References to the “Supplier” shall include, where appropriate, DrDoctor’s staff, personnel, consultants, external advisors and contractors.
- 1.21. In these Terms & Conditions:
- 1.21.1. where the context so admits, references to the singular shall include the plural and references to the masculine shall include the feminine and, in each case, vice versa.
 - 1.21.2. references to any legislation shall be references to such legislation as may be amended or re-enacted from time to time.
 - 1.21.3. headings are for ease of reference only and shall not affect the interpretation of any part of these Terms & Conditions.

2. COMMENCEMENT AND TERM

- 2.1. Subject to the terms of a Call-Off Order, DrDoctor shall provide the Services for the Term. The Agreement shall expire automatically at the end of the Term, unless terminated earlier by implication of clause 10.
- 2.2. The Parties may agree to extend the Term by mutual written agreement between the Parties signed prior to the expiration of a Call-Off Order.

3. CHARGES AND PAYMENT

- 3.1. In consideration of the provision of the Services by DrDoctor, the Buyer shall pay the Fees.

- 3.2. Upon signature of a Call-Off Order, the Buyer will provide a purchase order or other approvals necessary to enable DrDoctor to invoice by agreed dates and the purchase order will be in place before the commencement or renewal of the Services, as applicable. Where a purchase order is supplied by the Buyer on or before agreed invoice dates, invoice will include purchase order number
- 3.3. Where the Buyer does not provide a purchase order or other approvals necessary to enable DrDoctor to invoice by agreed dates, DrDoctor reserves the right to not commence or suspend or terminate the Services as applicable.
- 3.4. DrDoctor shall invoice the Buyer for the Fees at the intervals specified in Call-Off Order. If no intervals are so specified DrDoctor shall invoice the Buyer in advance for the Term.
- 3.5. The Buyer shall pay each invoice submitted to it by DrDoctor within 30 days of receipt to a bank account nominated in writing by DrDoctor from time to time.
- 3.6. Fees become payable in accordance with clauses 3.4 and 3.5 and are not dependent on commencement of the Services, unless specified otherwise.
- 3.7. Without prejudice to any other right or remedy that DrDoctor may have, if the Buyer fails to pay DrDoctor any undisputed sum within 30 days past its due date:
 - 3.7.1. the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 3 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
 - 3.7.2. DrDoctor may not commence or may terminate or suspend all or part of the Services until payment has been made in full.
- 3.8. The Licence Fees shall be fixed for the duration of the Term but DrDoctor may increase the Licence Fees for any extension periods.
- 3.9. The Licence Fees are subject to the restrictions and estimates in the Call-Off Order. DrDoctor reserves the right to charge for the incremental usage at the prevailing market rates (as published from time to time) for the relevant Service(s), unless mutually agreed otherwise and formally documented with a variation to a Call-Off Contract.

3.10. Discounts to the Fees, if any, shall be applicable for the Term and will not cover any extension periods. Additional terms on discounts may apply as per the Call-Off Order.

3.11. Clause 3.8 shall not apply in respect of:

3.11.1. expenses for reasonable travel, accommodation, subsistence and other costs necessary for DrDoctor employees to complete their role, except mileage which will be charged at a rate of 45 pence/mile (or the latest prevailing HMRC rate). These expenses will be charged monthly in arrears; and

3.11.2. the Consumables as further detailed in the Call-Off Order. Consumables rates are not fixed and may increase during the Term. DrDoctor shall provide reasonable notice to the Buyer regarding any such increase which shall be binding for the Buyer.

3.12. All sums payable to DrDoctor under a Call-Off Order:

3.12.1. are exclusive of VAT, and the Buyer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

3.12.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.13. In addition to the above clauses, the following provisions apply in relation to the Fees:

3.13.1. Without affecting any other right or remedy available to DrDoctor, any delays on the Buyer's side regarding the onboarding and integration with existing systems (if any) to allow for Services to be provided, will not affect the costs or cause these to be reduced. Fees become payable in accordance with the invoice dates above and are not dependent on commencement of the Services, unless specified otherwise.

3.13.2. Discounts, if any, shall be applicable for the Term and will not cover any extension periods.

3.13.3. Consumables are primarily third party costs and DrDoctor will strive to ensure best rates available. DrDoctor will notify the Buyer of any increase in the Consumables rates during the Term which shall be binding for the Buyer without a contract variation. Clause 13 does not apply.

3.13.4. Units for Consumables must be pre-purchased annually for agreed amounts (based on the forecast usage for the upcoming 12-month period). The actual usage will be deducted from the Buyer's balance as used. At each quarterly anniversary, the forecast usage will be revised based on the latest information of actual consumption and any planned changes in usage. Monthly usage statements are provided for the preceding month's consumption.

3.13.5. The Buyer is responsible for maintaining their credit balance for all consumables as a whole during the Term. If the account falls into arrears, the pricing will revert to "in arrears" pricing (where applicable) for any months (or parts thereof) in which balance falls negative until the credit position is re-established.

3.13.6. An interim top-up may be required if over usage for the Consumables as a whole exceeds £10k at any point in time.

3.13.7. If the Parties extend the Term or sign a new contract, any pre-purchased consumables units remaining at the Buyer's credit balance at the end of the Term will be carried over to the subsequent contract term. Otherwise, any outstanding units will be reimbursed upon termination of a Call-Off Order.

4. DRDOCTOR'S OBLIGATIONS AND WARRANTIES

4.1. In supplying the Services, DrDoctor shall:

4.1.1. provide the Services in accordance with the SLA. The SLA shall form part of a Call-Off Order and does not apply to experimental, bespoke or custom development;

4.1.2. perform the Services with reasonable care and skill;

4.1.3. use reasonable endeavours to meet any performance dates or milestones but any such dates shall be estimates only and time for performance by DrDoctor shall not be of the essence.

4.2. DrDoctor does not warrant that the Services will meet the Buyer's requirements or that they will be suitable for any particular purpose. The Services are provided to the Buyer on an "as is" basis.

4.3. DrDoctor has power and authority to enter into a Call-Off Order and grant to the Buyer the rights contemplated in a Call-Off Order and to perform the Services.

5. BUYER OBLIGATIONS AND WARRANTIES

5.1. The Buyer shall:

5.1.1. co-operate with DrDoctor in all matters relating to the Services;

5.1.2. appoint a manager for the Services, such person as identified in **Error! Reference source not found.** Agreement Details. That person shall have the authority to contractually bind the Buyer on matters relating to the Services including extension of the Term, fees increases and procuring additional services;

5.1.3. provide for DrDoctor, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Buyer's premises, office accommodation, systems, data and other facilities as reasonably required by DrDoctor;

5.1.4. provide to DrDoctor in a timely manner all documents, information, items and materials in any form (whether owned by the Buyer or third party) reasonably required by DrDoctor in connection with the Services and ensure that they are accurate and complete in all material respects.

5.2. where applicable, comply with the End User Organisation Acceptable Use Policy for use of NHS England Services which transact Personal Data as available from time to time on <https://digital.nhs.uk/services/partner-onboarding/operations>)

5.3. The Buyer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. DrDoctor shall have no liability for any damage caused by errors or omissions in any customer data, documents, information, items and materials in any form or instructions provided to DrDoctor by the Buyer in connection with the Services, or any actions taken by DrDoctor at the Buyer's direction.

5.4. If DrDoctor's performance of its obligations under a Call-Off Order is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, DrDoctor shall:

5.4.1. not be liable for any costs, charges or losses sustained or incurred by the Buyer that arise directly or indirectly from such prevention or delay;

5.4.2. be entitled to payment of the Fees despite any such prevention or delay; and

5.4.3. be entitled to recover any additional costs, charges or losses DrDoctor sustains or incurs that arise directly or indirectly from such prevention or delay.

5.5. The Buyer acknowledges that the Services have not been certified or intended to be used as a Medical Device (as defined in the Medical Devices Regulations 2002 as they apply in Great Britain, SI 2002 No 618, as amended). The Buyer also warrants and represents that the Services will not be used as a Medical Device.

5.6. Breach of the terms of this Clause 5 will be deemed a material breach for the purposes of Clause 10.1.2.1.

6. NON-SOLICITATION

The Buyer shall not, without the prior written consent of DrDoctor, at any time from the date of a Call-Off Order to the expiry of 6 months after termination or expiry of a Call-Off Order, solicit or entice away from DrDoctor or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of DrDoctor in the provision of the Services.

7. DATA PROTECTION

The Parties shall comply with their data protection obligations as set out in the Call-Off Order.

8. INTELLECTUAL PROPERTY

8.1. DrDoctor shall retain ownership of DrDoctor IPR, which means:

8.1.1. all Intellectual Property Rights in or needed to use and access the DrDoctor Services, including the patient engagement platform;

8.1.2. all Intellectual Property Rights in any modifications to the Services, including any modifications to the patient engagement platform;

8.1.3. DrDoctor trademarks and logos;

8.1.4. any new materials, content or know-how generated, created or arising out of or in connection with the Services including new forms and assessments but excluding personal data.

8.2. DrDoctor grants the Buyer, or shall procure to grant the Buyer a non-exclusive, non-transferable, non-sublicensable licence to use DrDoctor IPR in exchange for the Fees. The licence is granted solely to the extent necessary for the Buyer to access and use the Services and deliver NHS

publicly funded services to NHS patients and NHS staff, in accordance with the Call-Off Order during the Term. For the avoidance of doubt, licences for use by or in relation to privately funded services, private patients or privately employed NHS staff are subject to additional fees.

- 8.3. The Buyer shall not sub-license, assign or otherwise transfer DrDoctor IPR granted under clause 8.2 unless consent is granted in writing by DrDoctor.
- 8.4. The Buyer and its licensors shall retain ownership of the Buyer IPR but the Buyer grants DrDoctor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Buyer IPR for the Term and for the purpose of providing the Services to the Buyer.
- 8.5. The Buyer grants DrDoctor the right to use Buyer's trademarks, logos, results, and other distinctive brand features in presentations, marketing materials, Buyer lists, financial reports and website listings (including links to the Buyer's website) to advertise the Buyer's use of the Services.
- 8.6. The Buyer agrees to provide access to third parties and act as a demonstration site for the Services in general.
- 8.7. Both parties warrant that subject to clause 8.8 and DrDoctor's liability cap in 9.2, they will indemnify each other in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) arising out of or in connection with any claim brought for actual or alleged infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt, use or supply of the Services.
- 8.8. If either party (the **"Indemnifying Party"**) is required to indemnify the other party (the **"Indemnified Party"**) under clause 8.7, the Indemnified Party shall:
- 8.8.1. notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity (the **"IPR Claim"**);
 - 8.8.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

- 8.8.3. provide the Indemnifying Party with such reasonable assistance regarding the IPR Claim, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- 8.8.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the IPR Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPR Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

9. LIABILITY

- 9.1. The extent of DrDoctor's liability under or in connection with a Call-Off Order (regardless of whether such liability arises in tort, agreement or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Clause 9.
- 9.2. DrDoctor's total liability to the Buyer shall not exceed the fees payable by the Buyer under a Call-Off Order in any 12 month period.
- 9.3. The cap on DrDoctor's liability under clause 9.1 shall be reduced by amounts awarded or agreed to be paid under clause 8.8 (IPR Claim indemnities).
- 9.4. Nothing in a Call-Off Order limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation.
- 9.5. DrDoctor shall not be liable for direct, indirect, incidental, special or consequential losses or exemplary damages, or loss of profits, harm to reputation or loss of goodwill, loss of use, loss of data, loss of production, loss of Agreement, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) or other intangible losses (even if DrDoctor has been advised of the possibility of such damages), incurred by the Buyer or any third party arising from their access to, or use of the Services; the inability to use the Services; the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received, or transactions entered into through or from the Services; statements or conduct of any third party on the Services; or any other matter relating to the Services.

9.6. Other than as set out in a Call-Off Order or these Terms & Conditions, all warranties, conditions, terms, undertakings, or obligations whether express or implied by statute, common law, otherwise and including any implied terms relating to quality, fitness for any particular purpose, reasonable skill and care or ability to achieve a particular result are excluded to the fullest extent permitted by law.

10. TERMINATION

10.1. Without affecting any other right or remedy available to it, either Party may terminate a Call-Off Order

10.1.1. without cause by giving 90 days' written notice to the other; or

10.1.2. with immediate effect by giving written notice to the other if:

10.1.2.1. the other Party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing to do so; or

10.1.2.2. the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

10.1.2.3. 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; or

10.1.2.4. the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

- 10.2. Neither Party will be in breach of a Call-Off Order if there is a Force Majeure Event. If either Party is unable to perform its duties and obligations under a Call-Off Order as a direct result of a Force Majeure Event, that party will give written notice to the other of the inability stating the reason in question. The operation of a Call-Off Order will be suspended during the period (and only during the period) during which the Force Majeure Event continues and DrDoctor will be paid any of the invoice which is outstanding at the commencement of that suspension forthwith. Immediately upon the Force Majeure Event ceasing to exist the Party relying upon it will give written notice to the other of this fact.
- 10.3. DrDoctor may suspend or terminate a Call-Off Order with immediate effect, resulting in suspension or termination of Buyer's use of or access to Services without liability to pay any compensation or damages by written notice to the Buyer if, at any time:
- 10.3.1. the Buyer commits any serious or repeated breach or non-observance of any of the terms or conditions of a Call-Off Order,
 - 10.3.2. the Buyer fails to pay any sums due by the payment due date; or
 - 10.3.3. if required by law, by court or governmental or regulatory order.
- 10.4. DrDoctor will always try first to resolve any issues within a reasonable timeframe, except where the Buyer is not complying with the terms of a Call-Off Order or DrDoctor needs to protect the safety and security of its other Buyers and its services offering. Reason for termination will be provided as soon as is practically possible.
- 10.5. On termination or expiry of a Call-Off Order
- 10.5.1. If the Agreement is terminated early as per clauses 10.1 or 10.3
 - 10.5.1.1. for material breach or if terminated without cause by DrDoctor as per 10.1.1, no fees shall be payable for Services not delivered and any Fees that have been prepaid shall be refunded on a pro rata basis to the extent they relate to Services not supplied; or
 - 10.5.1.2. for any other reason, any Fees that have been prepaid for the remainder of the contract year in which the termination takes effect, shall not be refunded and no Fees shall be payable for any contract years after that for Services not supplied; and

10.5.2. in any case, the Buyer shall immediately pay to DrDoctor all DrDoctor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, DrDoctor may submit an invoice, which shall be payable immediately on receipt; and

10.5.3. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect; and

10.5.4. termination or expiry of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11. CONFIDENTIALITY

11.1. Each Party undertakes that it shall not at any time or at any time during the Agreement, and for a period of two years after termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, suppliers, Buyers of the other Party or of any member of the group to which the other party belongs, except as permitted by clause 11.2.

11.2. Each Party may disclose the other Party's confidential information:

11.2.1. 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 Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

12. NOTICES

12.1. Notice will be validly given if sent to the Party by electronic mail to the address quoted in the Agreement Details.

12.2. The notice will be regarded as having been received at the time the electronic device on which that e-mail is transmitted displays or records confirmation that transmission has been completed to the Party to whom it was sent if that occurs before 5.00 pm on a Business Day in the place to which that e-mail is sent and in any other case on the next Business Day in that place following the day on which the confirmation of sending is displayed or recorded.

13. VARIATION

No variation of a Call-Off Order shall be valid or effective unless it is in writing, refers to a Call-Off Order and is duly signed or executed (as the case may be) by, or on behalf of, each Party.

14. NO PARTNERSHIP OR AGENCY

Nothing in a Call-Off Order is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any party to make or enter any commitments for or on behalf of any other party.

15. THIRD PARTY RIGHTS

Unless it expressly states otherwise, a Call-Off Order does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Call-Off Order.

16. SEVERANCE

If any provision (or part of a provision) of a Call-Off Order is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

17. ENTIRE AGREEMENT

A Call-Off Order constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to this subject.

18. GOVERNING LAW & JURISDICTION

A Call-Off Order 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 the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any matters therefor.