

GIVEPANEL US SOFTWARE AS A SERVICE TERMS AND CONDITIONS (USA)

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

1 **Assisted Donation:** Any donation that is tied to a GivePanel campaign (event or challenge). It does not include direct or organic donations, historical or otherwise, that are not tied to a GivePanel campaign.

2 **Authorised Users:** those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the SaaS Services.

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

4 **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5 or clause 10.6.

5 **Customer:** the person or entity identified as the customer on the Order.

6 **Customer Data:** the data inputted by the Customer, its Authorised Users, or GivePanel on the Customer's behalf, for the purpose of using the SaaS Services or facilitating the Customer's use of the SaaS Services.

7 **GivePanel:** a trading name of GivePanel Limited.

8 **Normal Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.

9 **Order:** the Customer's order for the provision of the SaaS Services, whether made via a physical order form, an electronic order form, or via the Website.

10 **SaaS:** Software as a Service.

11 **SaaS Services:** the SaaS subscription services provided by GivePanel to the Customer under this agreement via app.givepanel.com or any other website notified to the Customer by GivePanel from time to time, including any documentation provided to the Customer via the SaaS Services.

12 **Software:** the online software applications provided by GivePanel as part of the SaaS Services.

13 **Subscription Fees:** the subscription fees payable by the Customer to GivePanel for the Subscription Package selected as set out on the Website or the Order.

14 **Subscription Package:** the package purchased by the Customer giving the Customer access to the SaaS Services, each with various inclusions. The Subscription Package tiers as applicable from time to time can be found on GivePanel's website or are available upon request by emailing support@givepanel.com.

15 **Subscription Start Date:** the date outlined in the Order.

16 **Subscription Term:** has the meaning given in clause 13.1.

17 **Transaction:** any donation, chargeback or payment made via Facebook donate, or Facebook's giving tools, that is tracked via the Software.

18 **Virus:** any thing or device (including any software, code, file or programme) 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 programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme 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.

19 **Website:** givepanel.com

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. Licence

2.1 Subject to the Customer paying the Subscription Fees, the restrictions set out in this clause 2, and the other terms and conditions of this agreement, GivePanel hereby grants to the Customer a non-exclusive, non-transferable right, without the

right to grant sub-licences, to use and to permit the Authorised Users to use the SaaS Services during the Subscription Term solely for the Customer's internal business operations.

2.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the SaaS Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (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 GivePanel reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.3 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (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 (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; or
- (b) access all or any part of the SaaS Services in order to build a product or service which competes with the SaaS Services; or
- (c) use the SaaS Services to provide services to third parties; or
- (d) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS Services available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the SaaS Services, other than as provided under this clause 2; and

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS Services and, in the event of any such unauthorised access or use, promptly notify GivePanel.

2.5 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer without the agreement of GivePanel.

3. SaaS Services

3.1 GivePanel shall, during the Subscription Term, provide the SaaS Services to the Customer on and subject to the terms of this agreement.

3.2 GivePanel shall use commercially reasonable endeavours to make the SaaS Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that GivePanel has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

3.3 GivePanel will, as part of the SaaS Services and at no additional cost to the Customer, provide the Customer with GivePanel's standard customer support services during Normal Business Hours. The Customer may purchase enhanced support services separately at GivePanel's then current rates.

4. Customer data

4.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

4.2 Without prejudice to the above, nothing in this agreement shall prevent GivePanel from anonymising and aggregating any Customer Data and using such information generated for its internal business purposes which shall include the analysis of such data and the use of the conclusions gained from such analysis to make improvements to the SaaS Services. GivePanel shall also be able to use such data to provide insights and information updates that GivePanel may publish on its website, via social media, and/or to the world at large.

5. Third party providers

5.1 The Customer acknowledges that the SaaS Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.

GivePanel makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not GivePanel. GivePanel recommends that the Customer refers to the third party's website terms and conditions prior to using the relevant third-party website. GivePanel does not endorse or approve any third-party website nor the content of any of the third-party website made available via the SaaS Services.

6. GivePanel's obligations

6.1 GivePanel undertakes that the SaaS Services will be performed with reasonable skill and care.

6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the SaaS Services contrary to GivePanel's instructions, or modification or alteration of the SaaS Services by any party other than GivePanel or GivePanel's duly authorised contractors or agents. If the SaaS Services do not conform with the foregoing undertaking, GivePanel will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, GivePanel:

- (a) does not warrant that the Customer's use of the SaaS Services will be uninterrupted or error-free; or that the SaaS Services, and/or the information obtained by the Customer through the SaaS Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data (where such data does not amount to Personal Data) over communications networks and facilities, including the internet, and the Customer acknowledges that the SaaS Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 This agreement shall not prevent GivePanel 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 this agreement.

6.4 GivePanel warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7. Customer's obligations

7.1 The Customer shall:

- (a) provide GivePanel with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by GivePanel;in order to provide the SaaS Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, GivePanel may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that any Authorised Users that it allows to use the SaaS Services do so in accordance with the terms and conditions of this agreement and shall be responsible for any such user's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for GivePanel, its contractors and agents to perform their obligations under this agreement, including without limitation the SaaS Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by GivePanel from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by its own systems, hardware, and/or software.

8. Charges and payment

8.1 The Customer shall pay the Subscription Fees to GivePanel for the Subscription Package in accordance with this clause 8.

- 8.2 Unless otherwise agreed in the Order, GivePanel shall invoice the Customer for the Subscription Fees annually in advance on or around the Subscription Date. All invoices shall be paid within 14 days of the invoice date.
- 8.3 If, at any time, during the Subscription Term the Customer's use of the SaaS Services results in the amounts of Transactions being completed exceeding the amount of Transactions in the Subscription Package for which the Customer has paid the Subscription Fees, GivePanel shall notify the Customer of the same and the parties shall discuss a change to the Subscription Package, together with the associated change in the Subscription Fees payable, for the remainder of the Subscription Term. Upon the agreement of the updated Subscription Package GivePanel shall invoice the Customer for any increase in Subscription Fees payable and such invoice shall be paid within 14 days of the invoice date.
- 8.4 If, following a notification as outlined in clause 8.3 above, the parties are unable to agree a revised Subscription Package then the Subscription Package shall remain at its current status but GivePanel shall be entitled to suspend the Customer's use of the SaaS Services when it has completed the amount of Transactions as it has purchased pursuant to its Subscription Package and such suspension shall only be lifted upon the agreement of an updated Subscription Package pursuant to clause 8.3 above.
- 8.5 If GivePanel has not received payment of any invoice within 7 days after the due date, and without prejudice to any other rights and remedies of GivePanel:
- (a) GivePanel may, without liability to the Customer, disable the Customer's password, account and access to all or part of the SaaS Services and GivePanel shall be under no obligation to provide any or all of the SaaS Services while the invoice(s) concerned remain unpaid;
 - (b) the supplier may charge the Customer an administrative charge of £30, such charge representing GivePanel's reasonable administrative costs in dealing with any late payment and any suspension and reactivation of the Customer's account that may take place; and
 - (c) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.6 All amounts and fees stated or referred to in this agreement:
- (a) Shall, unless otherwise agreed in writing, be payable in GBP;
 - (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
 - (c) are, unless otherwise agreed, exclusive of any value added tax, which may be applicable to GivePanel's invoice(s) at the appropriate rate.

9. Proprietary rights

- 9.1 The Customer acknowledges and agrees that GivePanel and/or its licensors own all intellectual property rights in the SaaS Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the SaaS Services.
- 9.2 GivePanel confirms that it has all the rights in relation to the SaaS Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10. Confidentiality

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.2 Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 10.5 The Customer acknowledges that details of the SaaS Services, and the results of any performance tests of the SaaS Services, constitute GivePanel's Confidential Information.
- 10.6 GivePanel acknowledges that the Customer Data is the Confidential Information of the Customer.
- 10.7 The above provisions of this clause 10 shall survive termination of this agreement, however arising.
- 11. Indemnity**
- 11.1 The Customer shall defend, indemnify and hold harmless GivePanel 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 the Customer's use of the SaaS Services, provided that:
- (a) the Customer is given prompt notice of any such claim;
 - (b) GivePanel provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 12. Limitation of liability**
- 12.1 Except as expressly and specifically provided in this agreement:
- (a) the Customer assumes sole responsibility for results obtained from the use of the SaaS Services by the Customer, and for conclusions drawn from such use. GivePanel shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to GivePanel by the Customer in connection with the SaaS Services, or any actions taken by GivePanel at the Customer's direction;
 - (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 this agreement; and
 - (c) the SaaS Services are provided to the Customer on an "as is" basis.
- 12.2 Nothing in this agreement excludes the liability of GivePanel or the Customer:
- (a) for death or personal injury caused by GivePanel's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 12.3 Subject to clause 12.1 and clause 12.2:
- (a) GivePanel shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - (b) GivePanel's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 12 months immediately preceding the date on which the claim arose.
- 13. Term, Renewal and termination**
- 13.1 This agreement shall commence on the Subscription Start Date and shall continue for the period specified on the Order (the "Subscription Term").
- 13.2 Effective 1st December 2024, any new customer Subscription Package (unless otherwise terminated in accordance with clause 13.5 of this agreement) will renew automatically at the same Subscription Package for a further period of 12 months.
- 13.3 Effective 1st December 2024, any existing customer Subscription Package with a renewal date on or after 1st April 2025 (unless otherwise terminated in accordance with clause 13.5 of this agreement) will renew automatically at the same Subscription Package for a further period of 12 months.
- 13.4 Upon renewal of the Subscription Package, GivePanel reserves the right to adjust your subscription fees by up to 7% or in line with the Consumer Price Index (CPI), whichever is higher. If an increase is planned, GivePanel will notify the Customer at least 30 days before the renewal date
- 13.5 The Customer shall be entitled to terminate this agreement by giving GivePanel not less than 90 days' notice in writing, such notice to expire no sooner than the end of the then current Subscription Term.
- 13.6 In the event GivePanel proposes a price increase exceeding the higher of 7% or CPI as specified in clause 13.4, both GivePanel and the Customer shall have until 30 days prior to the renewal date to mutually agree in writing to the new pricing. If mutual agreement is not reached by this deadline, either party may terminate the agreement in accordance with clause 13.5, or the increase will default to the maximum allowed under clause 13.4.
- 13.7 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

- (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (e) 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 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;
- (f) 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 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;
- (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;
- (h) the holder of a qualifying floating charge over the assets of that other party 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) 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 the other party's assets and such attachment or process is not discharged within 14 days; or
- (k) 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 14.2(d) to clause 14.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.8 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the SaaS Services;
- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;
- (c) GivePanel shall anonymise all Customer Data held by it, such anonymisation taking place no sooner than 60 days after termination of this agreement; and
- (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 agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force majeure

GivePanel shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of GivePanel or any other party), failure of a utility service or transport or telecommunications 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 sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. Variation

It may be necessary for GivePanel to make changes to this agreement to comply with legal requirements or reflect updates to our services. Givepanel will communicate any variation to this agreement via email to customers with 15 days' notice of a variation coming into effect.

16. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the 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.

17. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

19. Entire agreement

19.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this agreement 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 this agreement.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Assignment

20.1 The Customer shall not, without the prior written consent of GivePanel, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

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

21. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

This agreement 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.

23. Notices

23.1 Any notice required to be given under this agreement shall be in writing and shall be sent by email to the email addresses provided on the Sign-up Page.

23.2 Notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

24. Governing law and Jurisdiction

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

24.2 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 agreement or its subject matter or formation (including non-contractual disputes or claims).