MISSION CONTROL

Updated Proposal for the TDE Phase One Solution for GB Railfreight

Written by Eddie Vassallo for Richard Miller

MISSION CONTROL

"GB Railfreight Team...

....this is Control."

Let's Get Ready for Launch!

Dear GB Railfreight Team,

We are so pleased to be back in touch to discuss an updated specification and requirement for the TDE Phase One Mobile and Web App Programme.

Having sketched out an initial proposal for a 'Braking Calculator Solution' late last year, the following proposal is a brief update - specifically on pricing and costs - for the Phase One TDE Solution outlined in the new requirements document.

The purpose of the following document is to allow us to agree an initial budget, showcase our passion and ideas, and provide you with further background on Mission Control, and enable us to reserve a development team for the comprehensive design and development of the TDE Phase One Mobile & Web Programme.

Please note: every word of the following proposal comes from the hearts and minds (and typing fingers) of the Mission Control Team - absolutely no AI was used in the production of this work

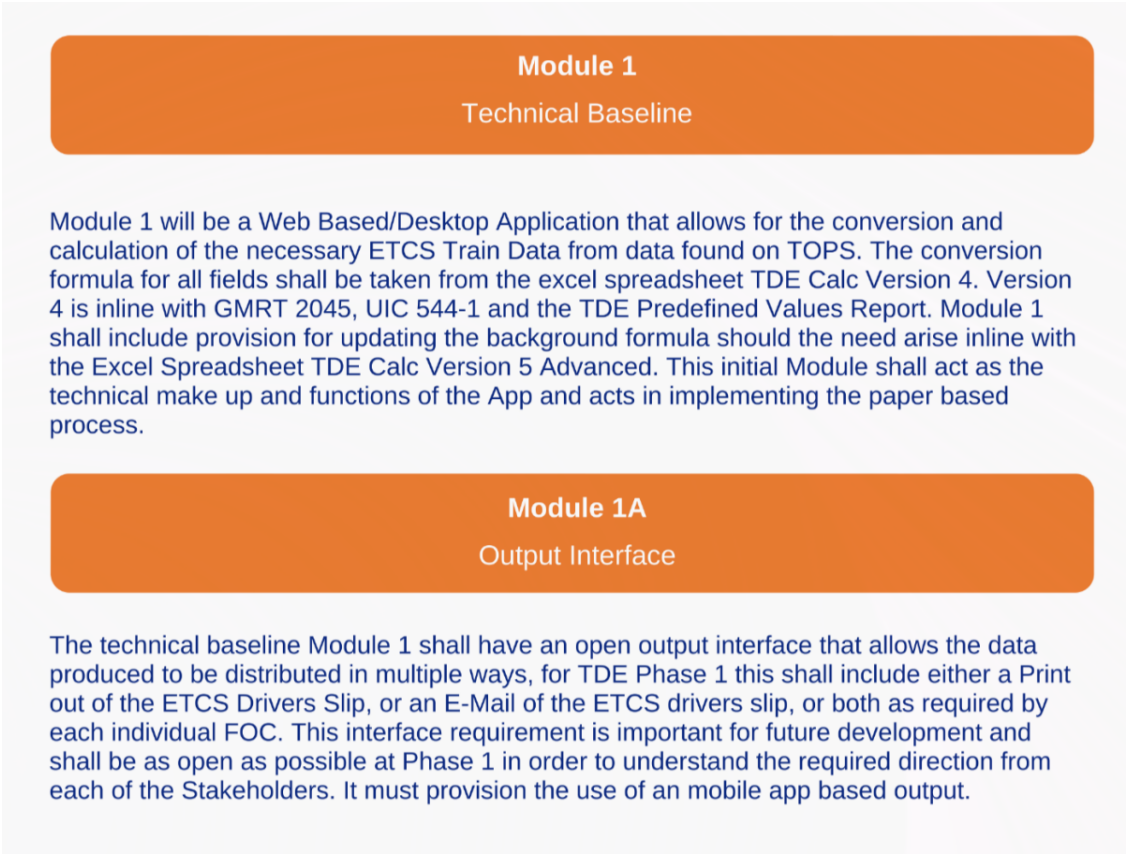
The Updated GB Railfreight Braking Calculator Solution

Features Overview

As previously summarised in prior documentation and discussions with the GB Railfreight Team, the goal of the GB Railfreight Solution is to provide a clean and easy-to-use tool for calculating crucial Braking information for both Drivers and Controllers. In addition, the app will provide connected access to a Reference Database as well as offline access when not in 4G/5G or WiFi zones.

The design of system will enable users to easily enter UIDs of Trains and calculate Brake Timings and Speed, with resulting calculations made instantly available in the app (using the provided algorithm) with an interactive and graphical Data View.

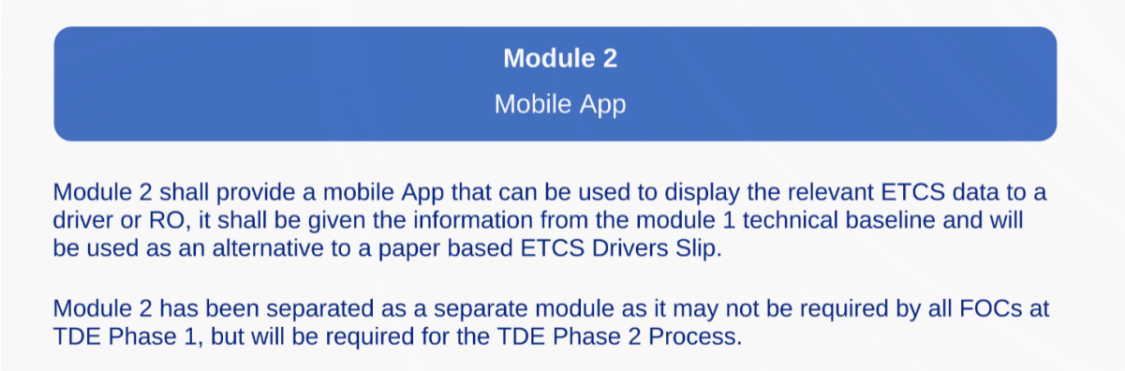
Specifically looking at the 'Modules' outlined in the new documentation and clipped below, Mission Control will be addressing each of the three modules in both effort and pricing:



The first Module above, as outlined in our previous proposal will be a technical backend and Web Interface system for Controllers with the ability to convert and calculate a number of braking formulas based on information to be provided in the TDE Calc Version 4 spreadsheet (to be analysed by Mission Control for final effort pricing). The technical baseline will be Web-based and forms the main initial

component of the solution, which will be rigorously tested between Mission Control and GB Railfreight to ensure proper calculations and results before moving on to the Output Interface.

Looking at Module 1A, the main Web backend system will provide an API system for serving the final calculations and results to both the Mobile Apps (Module 2) as well a physical export to PDF for immediate print out. In addition the Web backend will provide an email facility to send the resulting calculations to an email of the Controllers choice (please see the addition of the email facility in the pricing section below).



Finally, Module 2, the Mobile App, will receive a direct output from the backend API system (Module 1A) via a dynamic connection (both 4G/5G and WiFi) when a connection is available, but a majority of the app will function offline. When connected information is passed to the app, and the app will hold the data until the next connection point (meaning no loss of data, and a smooth transition for users from a connected or offline state).

The app will be built as a Universal App working both on iPads and iPhones via iOS. Mission Control will also create an Android component which can also be launched at any point in future at no additional charge. We will also be sure to build the solution in a flexible layout manner, meaning the solution can be 'white-labelled' or easily re-skinned/re-branded for other companies should GB Railfreight decide to sell the solution to other similar companies.

We understand the need for fast and accurate data interpretation and calculation, so we will work closely with the GB Railfreight Team to ensure the algorithms used to calculate Braking Data will comply completely with the required Safety Integrity Level and always generate extremely accurate and safe data.

The following quote will address the building of all three main modules, and further discussion will take place during the initial Discovery period and Statement of Work development to establish the hosting and cloud-based (or locally saved) locations of the Reference Database.



The Mission Control Methodology & Team Structure

The Company

Mission Control was founded in 2013 in Bletchley Park near Milton Keynes.

Yes, THAT Bletchley Park!

We were fortunate to have offices in Block E - one of the historic sections used by GCHQ during the Second World War and from that office a new kind of Agency approach began. There are plenty of Web and App Developers in the UK - but we wanted to bring our heart and soul to the work we create. We have always been a 'boutique-sized' agency - but we have also always punched WAY above our weight. We like to think of ourselves as small, but perfectly formed.

As a 13-Person Studio - with all **UK-based Staff** working in a hybrid fashion - we are lucky to have with us some of the best in the business - from our Designers to our Web & Mobile Developers and our wonderful Project Managers - we ensure everyone at Mission Control is a key part of the company.



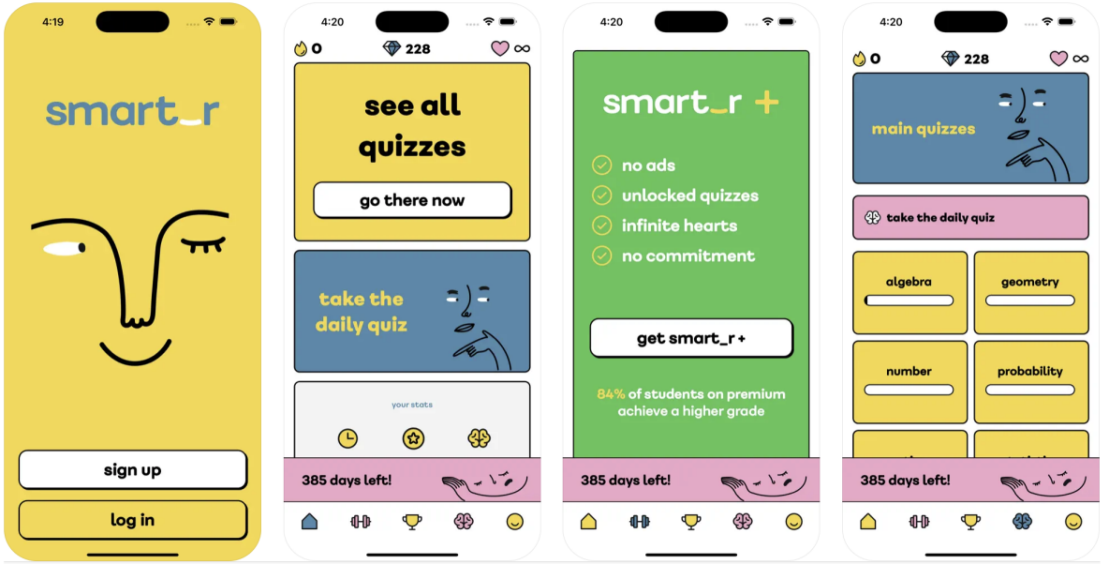
With a proven record of Global Web and App Management programmes for Mars, Dictionary.com, Oxford University Press, The Financial Times and Mediacom to local UK-based award-winning Apps and solutions for The Art Fund, Positive Signs, Smart_R and the NHS - we bring a true passion for both technology and a desire to make things easier for the end users of our solutions.



The Professional Self-Service sector is a particular passion of ours - as we find real excitement and fulfilment in making Apps and new services that help companies better support & manage their employees, help people manage their their lives and make the 'modern world' that little bit more accessible.

Today, in our new Studio in Northampton, we continue our 'codebreaking' roots - creating some extremely unique Apps for UK businesses including a real focus on employee management, eLearning, gamification, and even study support with our newest launch - Smart_R.

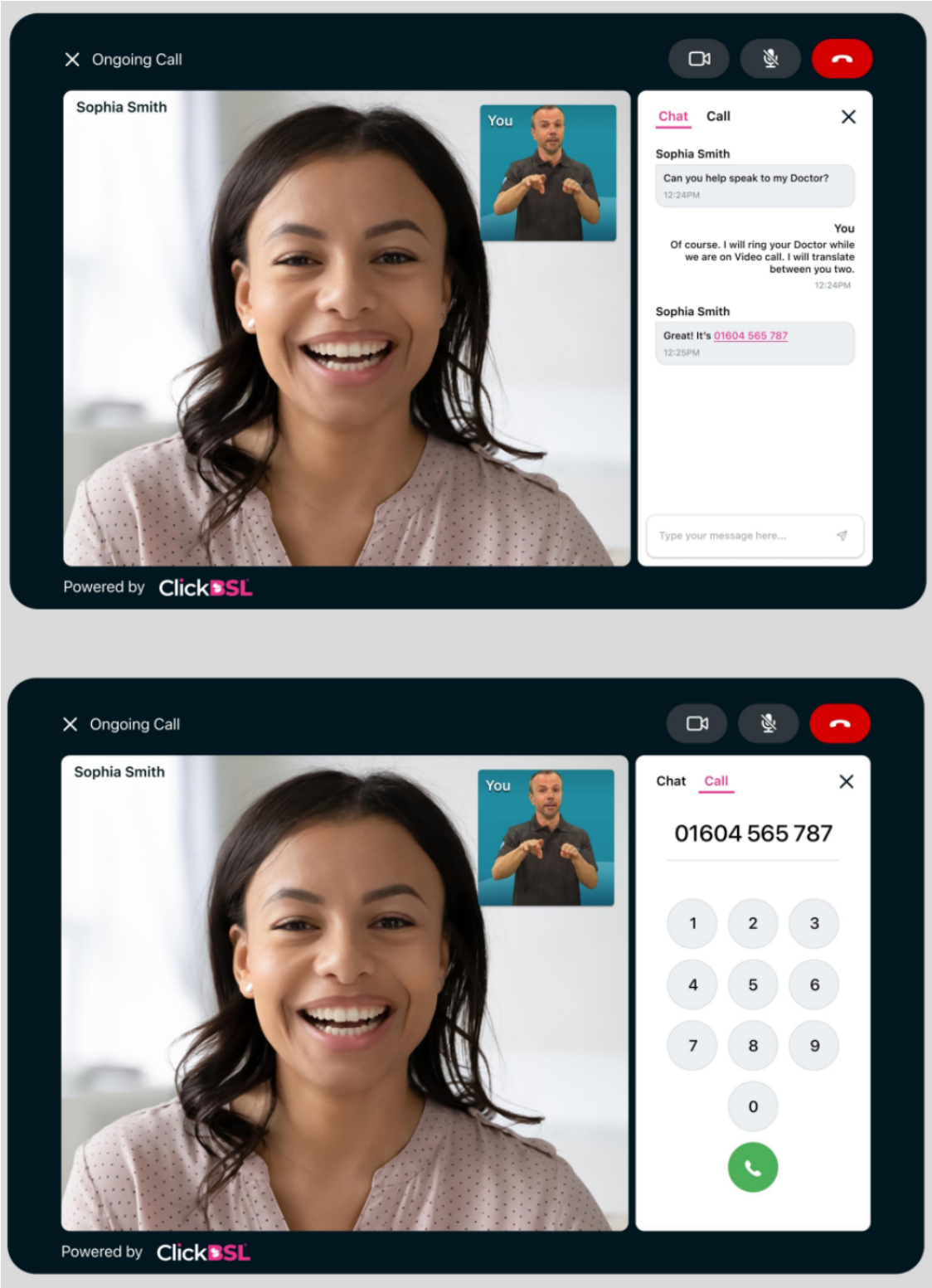
Designed for students preparing for their GCSE's - in many ways this is one of our most complex Apps to date - with advanced gamification, AI Support, Leaderboards, and friend connections and Challenges. We put everything we have learned about motivation and eLearning into a single study App.



In one of current deployments for Positive Signs, a British Sign Language Support & Empowerment Service in the UK, we are building out a full video-based Self-Management Portal for the Deaf Community. The new product- named ClickBSL - is a first of its kind in the UK, providing a Mobile Support App for the Deaf Community of the UK.

PositiveSigns®
TRANSLATION

Using our Mobile App (and subsequent Admin Dashboard for Positive Signs Translating Staff), the Deaf Community will have immediate help when making landline calls to Doctors, Financial Institutions, or any other voice-only services. In a highly complex system build, we are integrating BOTH video and landline calls into a single interface for ClickBSL Translators to immediately help and manage the needs of the Deaf Caller. We have further integrated Generative AI to help with sign-language translation, recording and summaries of all calls, and even an In-App Chatbot to answer both technical and support issues.



Beyond Healthcare and Condition Management work, we have created developed and managed some of the largest Websites in the world - including Dictionary.com's Lexico site, and over 20 global Dictionary sites for Oxford University Press. Using an ongoing toolset including Ruby on Rails and React - our Website development has seen exceptional usage - with over 20m users/minute on many of our Dictionary sites.

But aside from the products we produce, we have a real energy and drive that we have never found in our previous positions.

Started and Founded in 2013 by Eddie Vassallo, a Mobile and Software Veteran of more than 25 years - having formally run all Global Mobile Initiatives for Discovery Channel, iXL, and weCOMM, the core of our focus is innovation - but innovation

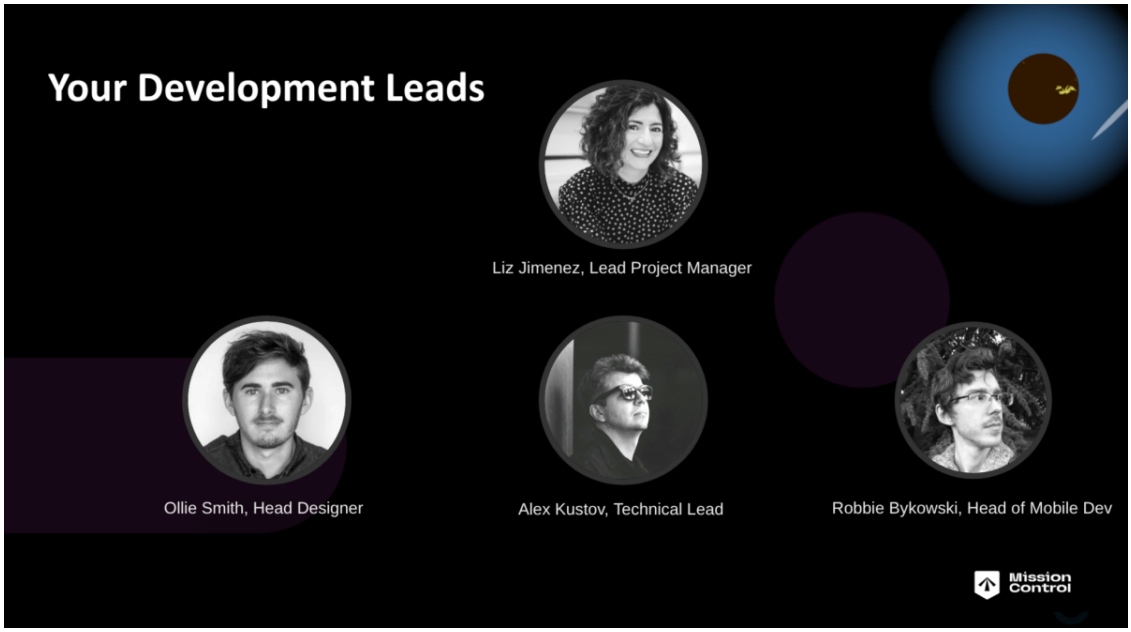
with REAL impact. There are a lot of development shops in the UK and Europe - and a TON of choice for companies looking for a solution like GB Railfreight. But when you choose Mission Control, you choose a team with a passion and a voice. We are loud. We are opinionated. We will push you and challenge you at every step of the development.

Your Development Team

When scoping and reviewing the GB Railfreight solution, your Development Team have all been involved.

From your Project Manager, Liz - to the Head of Design, Ollie - we have come together to put our thoughts into this proposal and brainstorm the ideal project plan and timeline for delivery.

At Mission Control - our team is all UK-based - and we love to meet in person and we want you to get to know us all. Your Lead team will comprise our Senior Leaders in each position all the while Account Managed and supported by CEO, Eddie Vassallo.



Agile Methodology Approach

Mission Control practices a comprehensive Agile Design, Development and Project Management methodology. Whilst we practice many of the standard elements of a typical Agile programme - we have adapted a number of elements to better suit client engagements, as Agile has classically been used by 'internal' development teams rather than 3rd party initiatives with vendors and suppliers.

To that end, we ensure we are well synced up with our clients in terms of User Stories - and work to perform a number of validation steps prior to the kick-off of any Sprint - including proper Sprint Planning Session, Sizing Discussions, and requirements gathering that ensures every User Story is comprehensively scoped, identified for testing and acceptance criteria, and cover a broad range of use cases and outcomes.

Throughout the engagement the Mission Control Project Manager will run daily 'Standups' with the GB Railfreight Team, perform regular Sprint Retrospectives, and manage all progress and activity via our Basecamp board and Microsoft Teams system - ensuring all teams are tightly synced throughout the process.

Basecamp

Microsoft Teams

Furthermore, we are happy to conform as closely as possible to GBRf's internal project management or Agile methodology if that is preferred, and will ensure project kick-off begins with a full project plan, milestones map, and Basecamp setup briefing to make sure we hit the ground running.

MISSION CONTROL'S CORE STRENGTHS

At Mission Control, we have created a truly unique formula and offering - as we have pulled together a number of industry-leading data, UX, back-end and front-end Developers to provide a highly customised bespoke delivery process for our customers. We therefore wanted to outline a few of our core strengths:

Design/UX

Our design and UX Team have produced award-winning designs and UX systems for clients such as Global Radio, The Financial Times, and the NHS. We are very proud of our creative ability and have further designed and implemented a number of UX-specific solutions for our own products, including our Remarkable CMS which has been specifically designed for hierarchical data, and multiple levels of permissions.

Data optimisation and complex data management

We are used to dealing with large volumes of data, both structured and unstructured. We have experience of working with huge datasets that are hundreds of GBs large and have proven our ability to interpret complex data sets and content types for a number of our major clients. As content experts, we pride ourselves on truly understanding the complexities of each of our client's content and data structures - from Press Association and the NHS through to Global Radio and The Financial Times, we are adept at dealing with a broad range of content across a number of sources and areas.

Systems Integration (specifically Microsoft's D365)

Mission Control also brings a vast amount of experience of deep API integrations, architecting secure, scalable and well connected cloud- based systems; and we have implemented micro-services architecture and serverless systems. As an example, the underlying Oxford University Press Dictionaries setup - with several Microsoft-centric integrations - was designed and managed fully by Mission Control - and we do the same for a number of clients including The Press Association and the NHS. We have also architected a number of cloud-based and fully secure systems for the likes of major advertising customers, startups, and system integrators.

Security Credentials

Holding ongoing MSAs with Oxford University and Wiley has involved deep security analysis by both companies. As outlined in the Security Section below, we hold sensitive data to an extremely high security standard. Our Cloud partners are vetted and regularly reviewed for compliance against a number of our internal standards - and we ensure regular review of our in-house security procedures on a quarterly basis. Put simply, our clients have demanded the highest level of data security of both theirs and their customers data and assets - and for over 12 years, we have never disappointed.

It's Not All Serious

We hope you have read this far, and especially our serious side and core strengths. All that said, we are a fun bunch to work with (we promise) - and we like to get involved and learn about our end users and customers. It's not all serious all the time, and we feel it's extremely important to work with a team who honestly enjoys the work they do. A group who has fun and wants to get to know you as both a client and a team of people. That's us. That's Mission Control.





The Process & Timescales

It's always difficult to set an iron-clad schedule before we have completed initial Discovery Workshops, but for the purposes of getting a view of the timescales involved, we have included the following directional plan based on our understanding of the GB Railfreight App Programme.

The total projected time of getting the the full 'Version 1.0' (with all three modules) of the GB Railfreight Solution live on both Web and Mobile Apps is approximately 6-8 Weeks.

Week 1

Full Specification & Statement of Work

We know the rough plan and what the app needs to do. We will have a detailed discussion and nail this

down.

Week 2 (or Sooner)

App Store Registration

Some people wait until the last minute for App Store - setup. We know the pain this can lead to ! We will likely start this process with you sooner but it won't be done any later than this stage.

Week 2

Design & **Flow**

Next, we will get working on what's known as wireframes. These are basically pencil drawings of your app. We do this so we (yourself and us) can focus on the structure and flow of the app rather than worrying about colours and styles.

Once we have this agreed, we start to add colour and branding.



Weeks 3 - 5

Development

At this point, we go quiet and just get on with making it.

The spec is nailed down, the design and screens are all agreed, it is just a small case of "making it work". (**If only it were always that easy!**)

Weeks 6 - 7

Testing

Testing is vital. People rarely give an app a second chance. We test vigorously. Not just whether button A does what it's supposed to, but testing on other people. It's about making sure that everything works as it should and that the natural

flows we want to occur are natural to random people the first time they play with it.

Weeks 8 - 9

Store Submission

When we are ready and you are happy, we submit it to your relevant market place. We will help you prepare all the marketing material needed like screenshots and descriptions for the listing. If there are any issues, we will refine them and re-submit until we get approval.



Security, Compliance & Accessibility

Our Commitment

After more than 12 years of developing highly complex and secure integrations for a number of sensitive and highly secure agencies, public and government entities and private companies throughout the UK and abroad, Mission Control is **absolutely committed** to providing our customers the highest standard of data safety, government compliance and ongoing GDPR and data consulting.

GDPR Compliance Measures

Beginning with our GDPR compliance measures, Mission Control ensures all our clients understand the requirements and UI impact of adapting a new App or Website to the unique challenges of meeting GDPR requirements.The first thing to consider is user consent, and preparing both the GBRf Mobile Apps and Web App to provide informed user consistently throughout the App. To that end, during our initial Design Workshops, we will ensure we are allotting time and design discussion to:

- Designing simple (and unobtrusive) cookie banners and App pop-ups to alter the user of the use of tracking and cookies with the App and Web App.
- The App will also contain a settings section with clear data control measures - this means a set of toggles the user can switch on/off to ensure they have full control over what data they provide and how it is shared.
- Apple in particular is very stringent about providing an easy way for users to delete any data collected via an iOS App, and we generally map this policy to all Apps we create - including Android and Web Apps. This means a single one-button deletion of personal data from any outside servers. Our goal is for this deletion and scrubbing of data to immediate on both the App and the back-end database we hold.
- Finally, we believe simple switches and cookies do a bit of disservice to users - as they typically race past them and do not glean or fully understand where control of their data lies, and why it is important to have such controls with the Apps. We therefore make a clear goal during our initial scoping to set up a number of pop-ups and Web banners that fully inform the user why we collect data, what it is used for within the App, and where and how to control any data that is collected. At the end of the day, the user needs to be fully in control of his/her data. And we need to make that understood, clear, and concise.

For Mission Control, GDPR compliance is not just a law and a requirement but a real right every user deserves - and we work hard to ensure we go above and beyond simple tick lists of compliance to create something truly useful to our end

users.

Data Storage, Asset Management & Encryption

Clients like Oxford University Press, Wiley, and The Financial Times have taught us to develop an internal data structure and security process that we believe is second to none.

When it comes to hosting solutions for our clients, our data centres (whether bare metal or cloud-based) are always run within the UK. Therefore user data and the central serving mechanisms reside and remain within UK borders at all times.

On occasion for clients we will expand hosting location throughout the EU and for our US-based clients, use East Coast U.S. data centres for cloud hosting - but in the majority of cases for our clients, hosting is always carried out by one of three key partners in the UK. We also offer bare metal and in-house hosting when required for even tighter security.

When it comes to protection of the assets themselves, we have included a few highlights of our methods and process below (and we are happy to include a full security addendum as a basis for our initial Statement of Work and agreement MSA).

- All assets (source code, data, infrastructure, etc.) are stored in secure, access-controlled environments.
- We utilise encrypted storage solutions for all sensitive data—both at rest and in transit—using TLS 1.2+ and AES-256 encryption standards.
- Development and production environments are logically separated to minimise risk.

For former clients like Oxford University Press and Mediacom, penetration testing and vulnerability tests were critical to every day operation, confidence, and data sanity. To that end, in addition to third-party penetration testing of systems (which we book, manage and run on behalf of our clients) we perform a number of automated vulnerability scans

- Regular automated vulnerability scans are conducted across our codebase and infrastructure, using tools such as Snyk and OWASP ZAP.
- Penetration testing is performed during key phases of development and again prior to release, using both internal resources and third-party specialists.
- Continuous integration (CI) pipelines include static and dynamic code analysis to catch security flaws early.

- Server health monitoring is in place to proactively detect and respond to anomalies.

Again, we have extensive documentation on our hosting systems, resilience

and business continuity procedures, internal access management and vetting procedures for any third-parties utilised in the project, which - given their depth (and frankly dull reading ;-) - can come in our security addendum.

But a few more key highlights as you consider our proposal:

- We implement redundancy across critical infrastructure components to ensure uptime and continuity of service.
- Daily backups of all essential data are securely stored with automated recovery testing performed regularly.
- Our infrastructure providers all comply with ISO 27001, SOC 2, and other recognised security standards.
- A documented incident response plan is maintained and reviewed quarterly, including breach detection and response procedures aligned with GDPR.
- We apply the principle of least privilege (PoLP) and role-based access control (RBAC) across all systems and services.
- All internal access is secured using multi-factor authentication (MFA), and administrative access is tightly controlled and logged.
- Identity federation and secure SSO protocols (e.g., OAuth 2.0, OpenID Connect) are supported in the mobile application for client-side IAM integration.

Accessibility (This is Important!)

Many of clients serve the needs to people in the UK with disabilities, designing and developing accessible and well considered Apps and Web sites is a real passion of ours. To that end, we fully support and map our accessibility designs to the Web Content Accessibility Guidelines (WCAG) 2.1 recommendations. These include considerations such as sufficient colour contrast, screen reader compatibility, alternative text for non-text content. We also have a real think about how keyboards are used within the app, and any additional layouts or textual cues that are required.

Finally, we feel that Accessibility deserves its own set of tests - and we always try to include both internal and external (i.e. real users with specific disabilities) to test our products before they are released.

YOUR INVESTMENT



Pricing Made Simple

We have a very transparent and simple pricing plan:

50% | Upfront Project Estimate Kick-Off Fee

25% | Upon Alpha Release of the Solution

Final 25% | When the Apps have been submitted to the App Marketplaces

Mission Control Pricing Approach

A word about our pricing below. As we typically finalise our pricing, User Stories, Epics, and final build outline during the Discovery Phase, collating everything into a detailed Statement of Work and final build summary, we are providing cost 'estimates' below to help in directional budget planning and to give the GB Railfreight Team a view into the general Mission Control pricing and effort costs.

For reference, Mission Control works at a typical Man Day Rate of £800/Day (or more precisely, £800/Story Point). 'Story Points' are our in-house blended metric which roughly blends Man Days/Project Management/Testing/Rework effort into a single metric. Each User Story within each 'Epic' will be assigned a 'Story Point' total to help us scope and apply effort/magnitude to each User Story we develop.

All that said, we are including a more traditional 'project rate' below which we feel summarises and accurately depicts the level of effort/cost required to deliver the GB Railfreight TDE Phase One App Programme (encompassing everything we have proposed above).

Please note, once we have had a chance to review the required formulas, output destinations (in terms of printing and email) and other components, we will provide a final pricing estimate.

Project Estimate - GB Railfreight TDE Phase One Solution	
Initial Development Component Summary Estimates	
Module 1 (Technical Backend System) Design and development of the technical backbone of the GB Railfreight Solution with extensive testing against formulas supplied and scenarios given for a number of use cases.	£6,500
Modules 1A (Export & API System + Email & PDF Export) A corollary of the backend system, a connection API will be created to enable export to Mobile Apps, as well as a PDF export (for printable material) and an email server integration to allow for open emailing of results to an email address of choice.	£6,700
Module 2 (iPhone/iPad Mobile Apps + Android)	£10,750

Design and development of the core features of the GB Railfreight iPhone & iPad app along with advice and consulting right up to approval.	
Final Output, Project Management and System Testing Additional time to ensure the algorithm is functioning accurately, and all export channels are functioning as planned. This also includes all Project Management and rework during the project.	£3,200
(Optional) Alerting System An alerting system to be built in the event of an a failed entry or failed return from TOPS. The system will alert a 24/7 Support Person at GBRf w/ Driver Phone Number to get in immediate contact.	£5,200
(Optional) Admin System & Flexible Multi-tenancy Templates This does not have to be completed in Phase One, but this will allow other Rail Operators to quickly and easily be added to the system. In other words, we will build a flexible system for adding other Operators quickly and easily. Please note, there will be setup costs for each new Operator to be decided later based on what they require. This also includes a Web-based Admin System for basic changes to the system and basic monitoring for GBRailfreight.	£4,350

One-off Total£36,700

£44,040 (inc. VAT)



Ongoing Considerations

We believe in being as upfront and transparent on our managed systems hosting and support as possible.

Mission Control Support

At Mission Control, we try and be extremely flexible in the support systems and packages we offer, often designing very specific packages that suit both our clients needs and budget.

To help get a feel for our ongoing support costs, we have included two

System & Hosting Costs

High Level Ongoing Monthly Support of Live Final System

Mission Control's Silver Support Highlights (projection)

- 8/5 Live Support
- 3 System Upgrades/Year
- Security Monitoring
- Ongoing Consulting
- Projection: £650/Month

Mission Control's Gold Support Highlights (projection)

very high level package costs (Silver and Gold) showcasing the difference between our 8/5 and 24/7 support packages. These costs and details are just highlights for the purposes of this initial 'range-based' proposal, and full support document will be provided listing escalation times, support touch-points, and guarantees.

All support packages are of course optional - and we can provide Ad Hoc support for clients who prefer a more punctuated support process, or who prefer to take the systems and management in-house.

Hosting System

As outlined in the Security segment above, we propose all UK-based hosting servers to be managed by the Mission Control WebOps Team - either as a UK-based cloud system, or bare metal (carrying a separate fee than that quoted to the right) as required by GB Railfreight.

Our up-time SLA for all clients begins at a 99.96% system uptime guarantee - a metric we have never fallen below, and one we are happy to increase in SLAs as required. Alongside our hosting costs, a full and detailed disaster recovery, security, and access plan will be provided which has passed the strictest security and hosting requirements of global clients such as Dictionary.com, Oxford University Press and Mediacom.

Extensive Hosting and Support SLA Documentation is Available for Review upon request and will be agreed in a full Master Services Agreement (MSA) upon agreement to proceed with this proposal.

- 24/7 Live Support
- Dedicated Web Dashboard
- Advanced Monitoring
- Bi-Weekly Reporting
- Projection: £750/Month

Backend System Hosting

- UK-based, Fully Secure (Extensive SLA Included)
- Launch Projection: £300 - £500/Month Initial Projection
- Dynamic Scaling in Place (we grow with the Apps)

MISSION CONTROL

BESPOKE DEVELOPMENT + AI RESCUE & HARDENING

Your Guarantee

We have a deal that no one can beat.

Like with any business purchase, there is a risk attached.
We want to remove that risk from you and place it on ourselves.

Here Is How It Works

The entire purpose of this project is to create a GB Railfreight system that is exceptional and get it into the App Stores, exactly as you imagined. So, if your App doesn't get approved in the relevant App marketplace... then we continue work at no extra charge until it does...

YES. REALLY.

We want you to be happy and will work tirelessly to make your App a success. We also offer free 60-Day free support once your app goes live to help tweak and fix any issues encountered by your first users.

Pretty Good Right?



Let's Get Started

If you would like to join us and become a Mission Control client we would be absolutely humbled and delighted to have you.

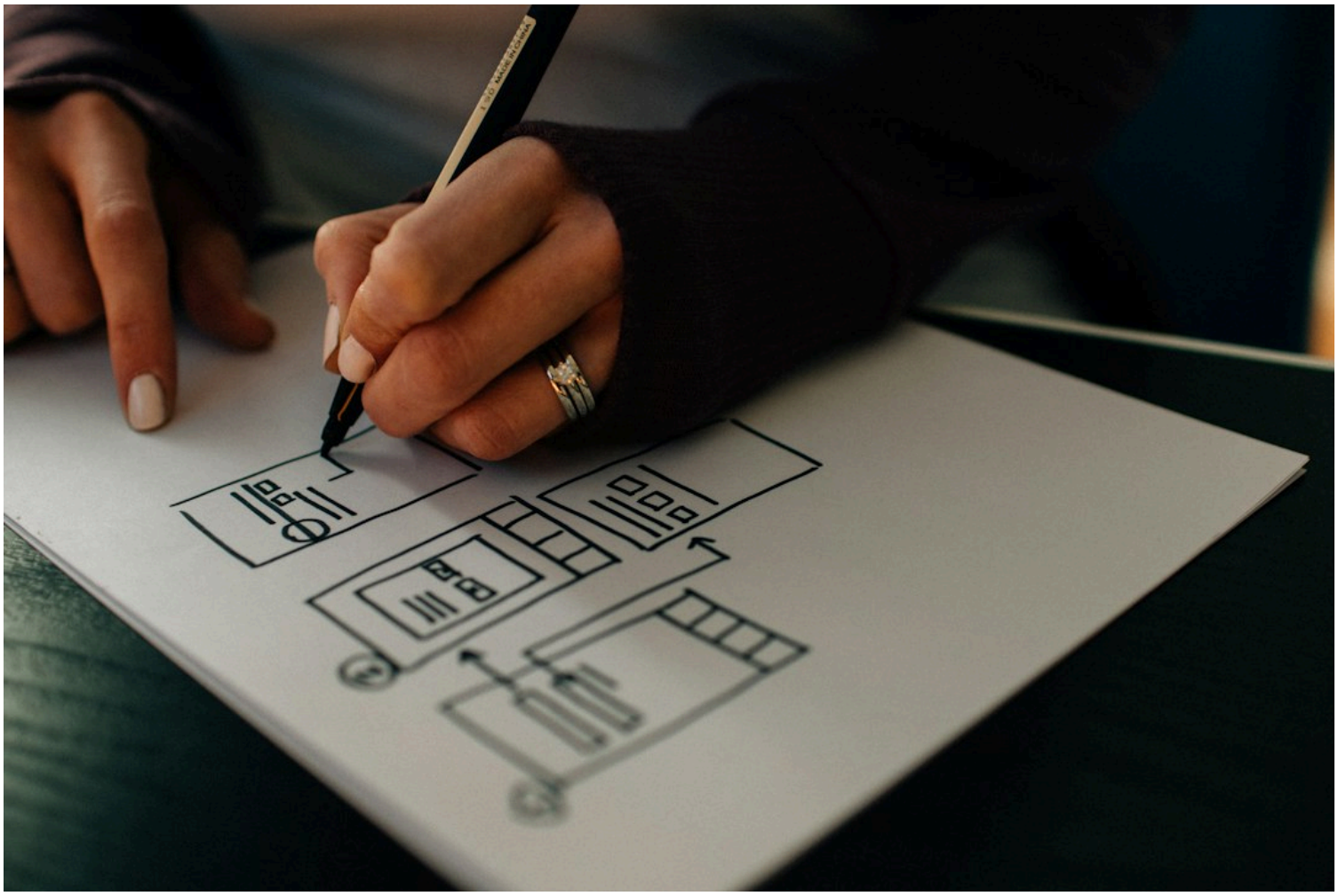
Next Steps

- Sign below by typing your name and clicking 'Sign Proposal'.

- We will arrange the initial workshop where we will gather all the details we need for the detailed specification and statement of work.

- We will email over your upfront invoice and will set up billing for your 10% initial project estimate fee.

- Your team will be immediately assembled and introduced on our first Project Kick-off Call.



We Are Ready To Go, Are You?

Case Study | Mars/Wrigley

Client Needs

MARS

Mars Petcare (a subsidiary of Mars/Wrigley) required an entirely new product to be developed from the ground up to help Pet Owners to find their lost pets - anywhere throughout the world. The requirement was a mobile app (on both iOS and Android) with a wholly unique design, and an intricate and revolutionary new AI/Machine Learning system to help identify and match photos of lost pets.

As experts in App Development and the emerging field of Artificial Intelligence, Mission Control relished the opportunity to take on this ground-breaking new product.



Proposed Solution

Working closely with the Mars Team to conceptualise this new product, Mission Control developed the forPAWS platform with fully custom and proprietary Machine Learning and Advanced AI technology to recognise and match dog photos at a success rate of over 96% accuracy - meaning lost dogs can be quickly identified and returned to their humans faster than ever!

In addition to the custom neural network back-end, advanced matching system and APIs, the Mission Control Design Team pioneered all design and branding elements of the new product as well as full front-end development of the Android and iOS Apps using one of our favourite new tools, Flutter.

With one of the most unique and accurate dog facial recognition systems on the market, the Mission Control-designed neural network matches dog photos with unparalleled accuracy, using up to 17 face markers per photo, quickly identifying over 130 breeds (with more coming every day), and employing adaptive colour recognition, meaning even lowlight and off-centre photos can be processed effectively.

https://www.youtube.com/watch?v=CylWCINVAt4

Result

It took just12 weeks to get a working version live including all design, app development, and ai modelling - but the results were immediate; with thousands of dog owners signing up in the limited test period in just two global territories.

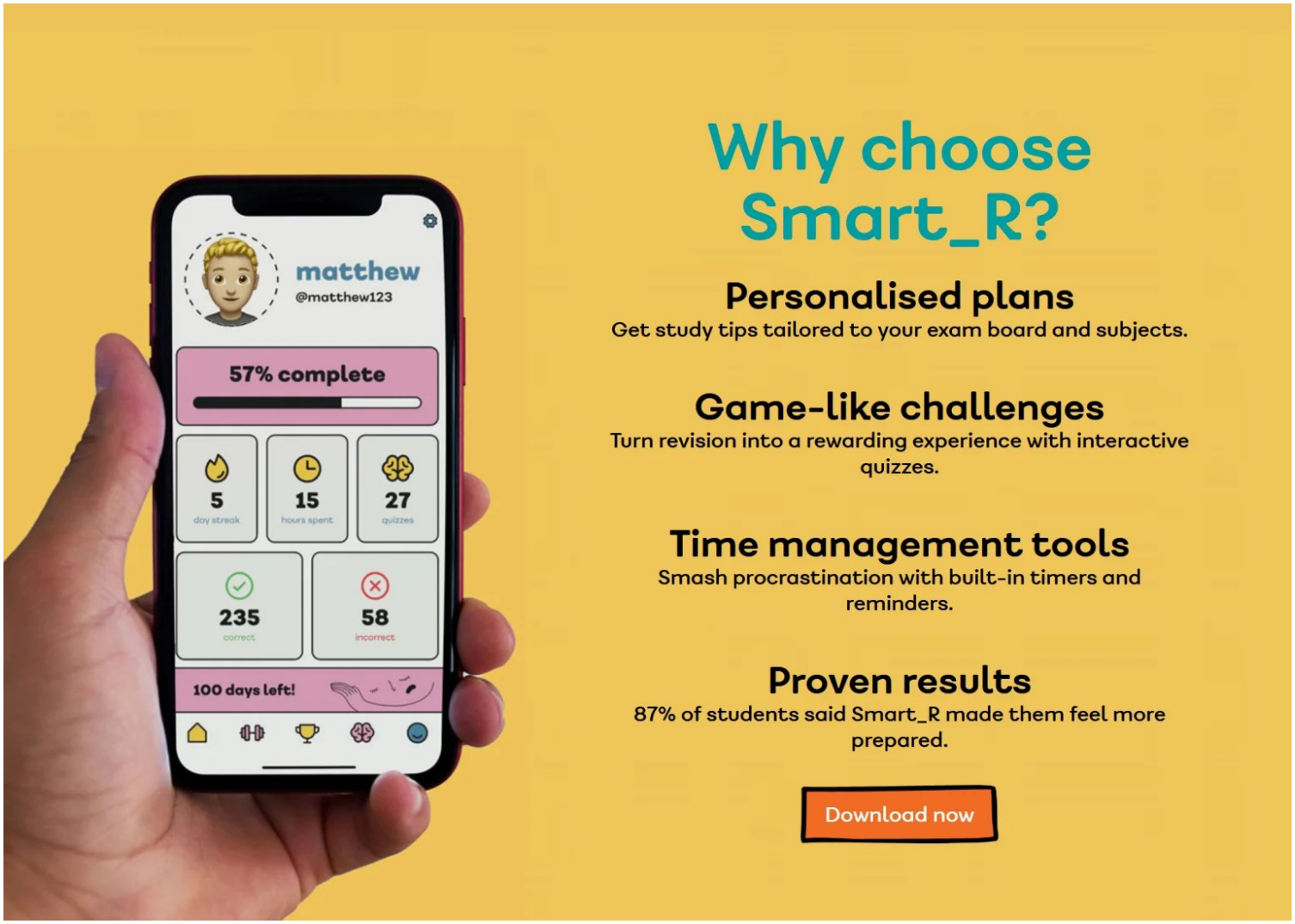
The amazing speed and quality of the ground up design and app development has become a catalyst for an entirely new division within Mars Petcare, focusing on revolutionary new programmes for pet owners and Mission Control continues to collaborate on a number of new solutions from app development to AI to AR/VR opportunities.

Case Study | Smart_R eLearning

Client Needs

Mission Control is **enormously proud** have announced the public launch of the Smart_R mobile app in April 2025, now available on Android and iOS. Developed in close collaboration with the brilliant team at Smart_R, this App represents over six months of intensive design, development, and iteration by our team here at Mission Control.

Smart_R is an ambitious and innovative educational platform designed to revolutionise how students engage with learning. The App delivers smart, bite-sized micro-lessons, adaptive learning journeys, real-time progress tracking, and dynamic content – all wrapped in a beautifully intuitive mobile experience.



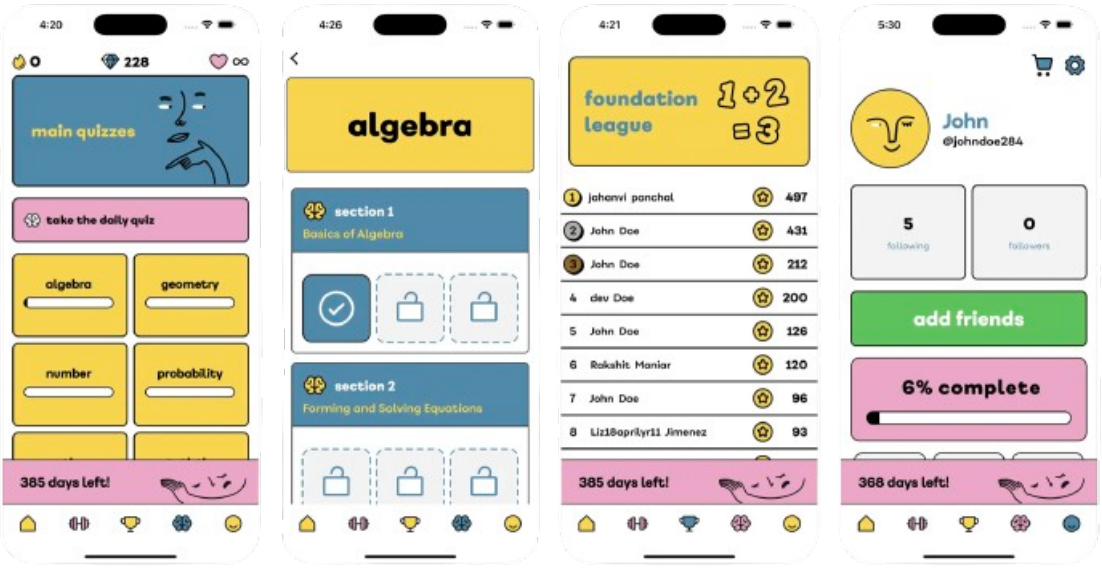
Proposed Solution

We knew that Smart_R needed something special to appeal to GCSE students. The App needed to be fun, enticing, and more than anything, it needed users to come back - and often.

To achieve this, Mission Control began work with the Smart_R Team by holding 4 Key Workshops to brainstorm design, features, and most importantly, to understand the habits and mindset of the users. Our Design Lead, Matt, took the Smart_R Team through a serious of exercises and brainstorms to arrive at a concept that combined the best and most addictive aspects of gaming - into a competitive and thoughtful learning experience.

The Smart_R loved the features, friendly icons, and approach of Apps like Duolingo - and you will see echoes of that approach throughout the final Apps. It wasn't enough to just look and feel enticing - the App needed to truly challenge its users to study, score higher, and retake quizzes to achieve higher positions on the dynamic leaderboard. In addition, users needed to find and challenge their friends on the platform. After all, there is no greater motivator than competing with a buddy!

Mission Control began development following the initial workshops - designing the Apps in Flutter to maximise flexibility and ensure both iOS and Android Apps were ready in time for GCSE study season. With the single codebase Flutter offers Smart_R - the Apps can continue to be tweaked and updated from a centralised codebase. Finally, Mission Control built out a full Web-based Admin system for members of the Smart_R Team to quickly and easily add new quizzes, subjects, and even features seamlessly without needed external development support.

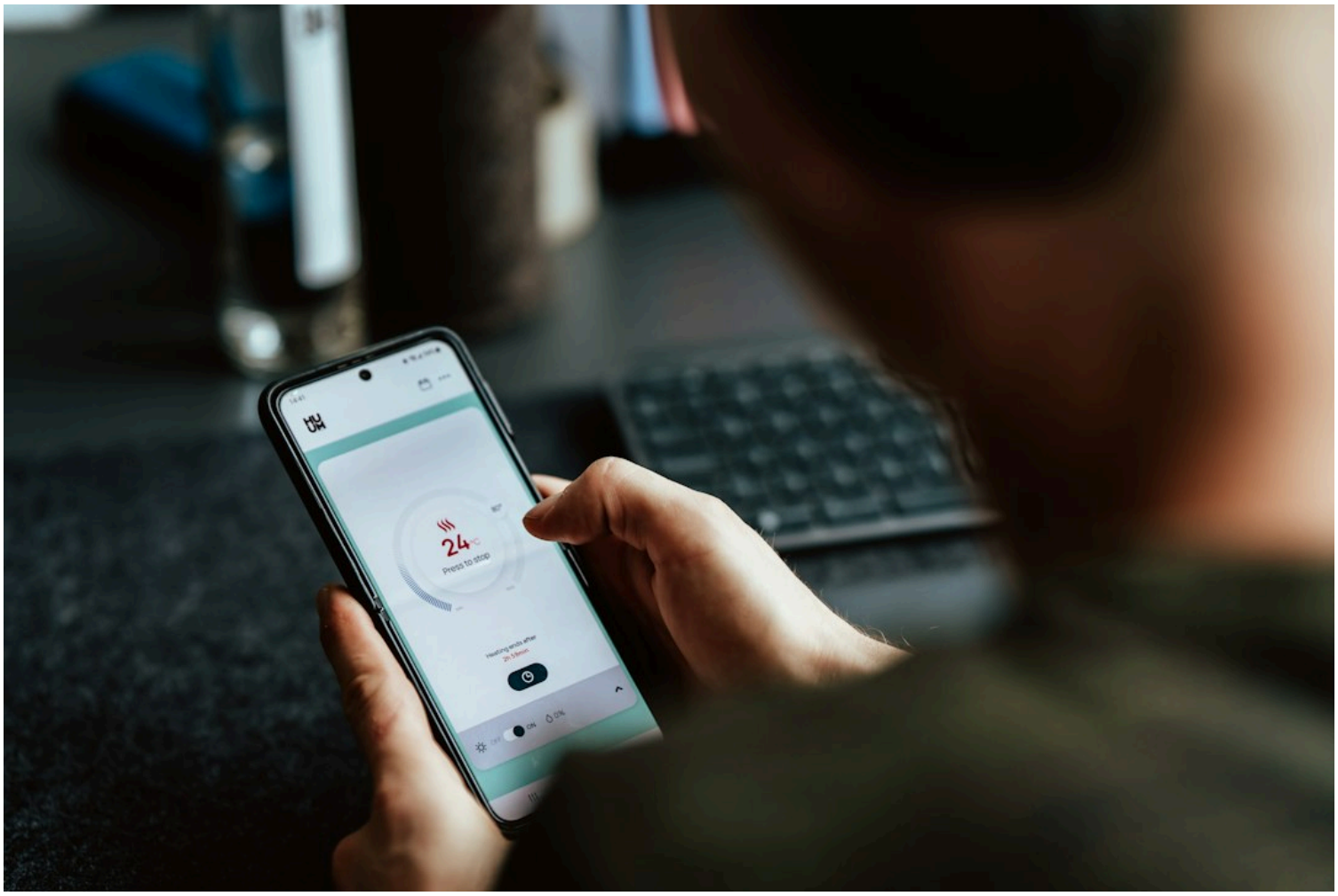


Result

This launch marks a major milestone in Smart_R's mission to empower learners of all ages through mobile-first education. As the education space continues to evolve, the Smart_R app is setting a new standard for accessible, engaging, and effective digital learning tools.

In many ways, this is the most complex mobile application we've built to date. It brings together a wide range of advanced features — including gamified learning mechanics, competitive leaderboards, user profiles and friendship connections, and a sophisticated system of real-time alerts and notifications. The collaboration with Smart_R has been an exciting and rewarding challenge for our entire team.




24°C
Press to stop

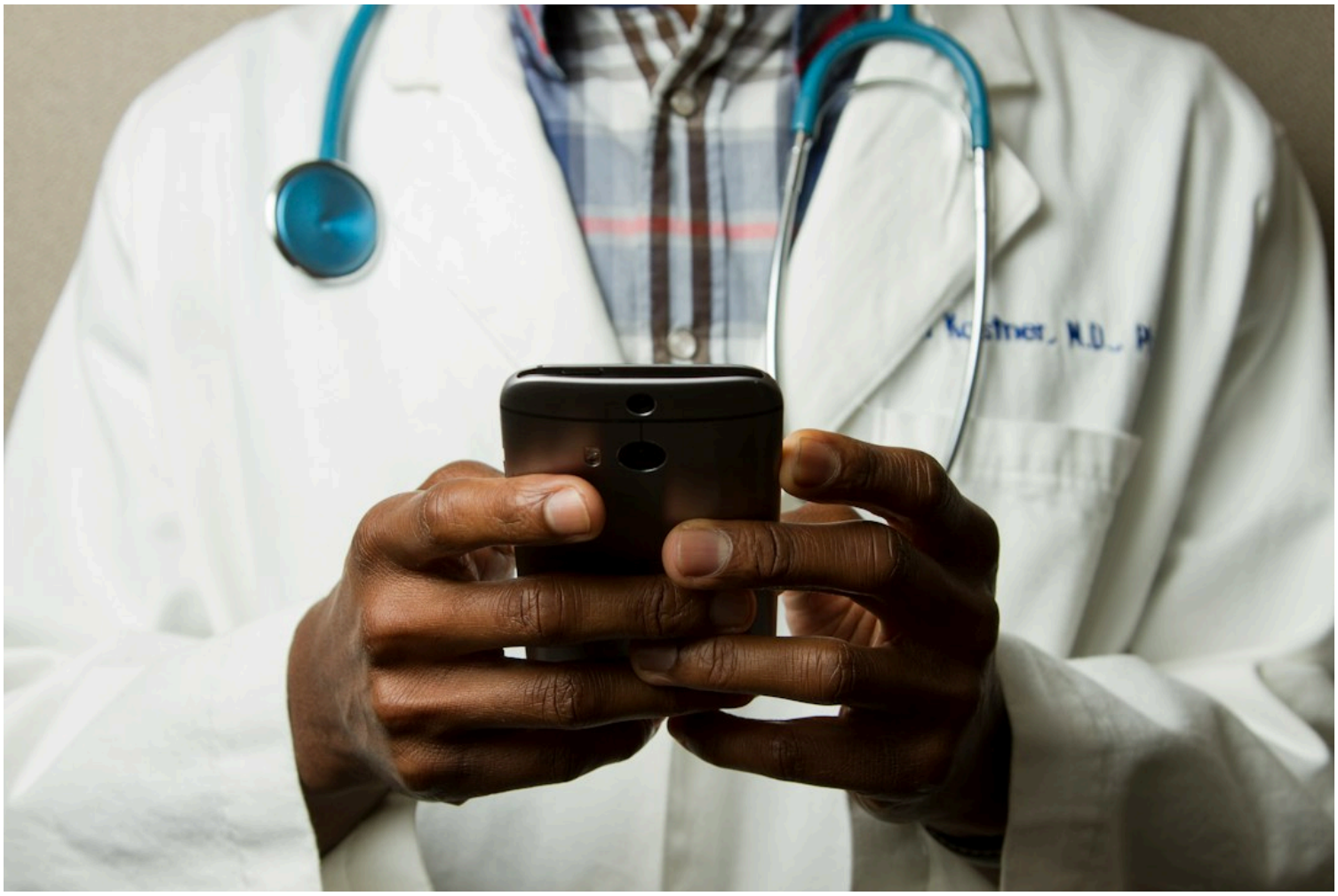
Case Study | NHS Self Management Apps

Client Needs

Mission Control was approached by one of the NHS' Agencies of Record to develop a custom programme of Apps using Unified Development and our own content management system as a core and base.

Quickly, the NHS Condition App Programme was born - designed to provide up-to-the-minute health, tools, and advice for people suffering from a number of acute and chronic conditions - incouding HIV, Diabetes, Neonatal Care, Obesity, and Pregnancy.

This was the beginning of our journey into Self Management Apps - teaching us crucial information on how people living with various conditions interpret, digest, and interact with App-based content. As an example, we found embedded videos with various suggestions for exercise, activity, and even music was watched and consumed at much higher rates than text alone. Some of these videos were as follows:



Proposed Solution

Using the Mission Control Content Management System as a base for all content across a number of conditions, Mission Control designed a fully bespoke interface for NHS Editors to input content ranging from tips and advice, to highly complex exercise and lifestyle regimens and programmes - all managed in an easy-to-use Web interface. The result - over 8 condition apps running across both iOS and Android (as well as Web) taking in content from NHS Editors based throughout the UK.





Result

The multi-condition app approach was a resounding success for a number of NHS Trusts throughout London and UK. And the programme continues with Apps for 'Mum & Baby' and the 'Anthony Nolan' Trust - and will soon expand to a number of new Web sites and microsites, all focused on the needs of different individuals with different conditions.

We also continue to refine the Web interface for NHS Editors, providing them a number of new modules and tools to further enable them to make timely and intricate updates across a number of channels.



Case Study | Mediacom

Client Needs

MEDIACOM

Mission Control has worked closely with Global Advertising Powerhouse Mediacom on a number of App programmes for their key client. Including Apps for Loyalty, Upsell, Impulse Shipping, and grocery commerce, Mission Control has led a number of key prototypes and App augmentations that helped Mediacom stay one step ahead of technology competition for their global clients.



Proposed Solution

Beginning with the Walmart Scan & Go Impulse purchase project, Mission Control worked closely with Mediacom to deliver a Unified App solution allowing online grocery shoppers to enact 'impulse purchases' when coming to collect their groceries.

The prototype was a massive success and led Walmart to add the Mission Control functionality to its main App in many U.S. territories.



Result

Following on the massive success to the Walmart Impulse Shopping experience, additional shopping programmes for Mediacom have included a Scan & Go App for Carrefour in France & Poland, and a number of additional eCommerce, fast checkout, and loyalty features. We continue to work closely with Mediacom on a number of their clients acting as Flutter and App Developer for any number of prototypes, MVPs, and live deployments for their key clients.

Terms & Conditions

These terms are between Mission Control HQ Limited, trading as "Mission Control", a company registered in England and Wales with company number 08359045, of Unit 24 Vulcan Works, 34-38 Guildhall Road, Northampton NN1 1EW (the "Supplier"), and GB Railfreight Limited, a company registered in England and Wales with company number 03707899, of 5th Floor, 62-64 Cornhill, London EC3V 3NH (the "Client"). They take effect on the date the Client accepts the Proposal, including by electronic signature (the "Effective Date").

1. Definitions and interpretation

1.1 In this Agreement:

• "Acceptance" means acceptance of a Deliverable under clause 6, and "Accepted" is read accordingly.
• "Background IP" means Intellectual Property Rights owned by or licensed to the Supplier before the Effective Date or developed independently of this Agreement, including its code libraries, frameworks, tools, content management systems and know-how, and general improvements to them.
• "Build Services" means the design, development, testing and deployment services described in the SOW and Quote.
• "Change Request" means a written request to change the Services under clause 3.
• "Client Materials" means data, content, calculation rules, formulae, reference data, specifications and other materials supplied by or for the Client.
• "Confidential Information" means confidential information disclosed by one party to the other in connection with this Agreement, whether or not marked as such.
• "Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018 and any other applicable UK data protection laws.
• "Defect" means a reproducible failure of a Deliverable to perform materially in accordance with the SOW.
• "Deliverables" means the software, code, designs, documentation and other materials created by the Supplier specifically for the Client under this Agreement.
• "Foreground IP" means Intellectual Property Rights in the Deliverables, excluding Background IP and Third-Party Components.
• "Go-Live" means the date the Deliverables (or the relevant release) are first made available for live operational use.
• "Hosting and Support Services" means the hosting and Silver Support services

described in the Quote and Proposal.
• "Intellectual Property Rights" means copyright, database rights, design rights, trade marks, patents, know-how and similar rights worldwide.
• "Proposal" means the Supplier's online proposal to the Client.
• "Quote" means the Supplier's quotation reference MC-Q-GBRF-2609 dated 30 September 2026 (valid until 31 December 2026) or any replacement quote agreed in writing.
• "Services" means the Build Services and the Hosting and Support Services.
• "SOW" means any statement of work agreed in writing by both parties, including the detailed specification produced at the start of the project.
• "Third-Party Components" means open-source and third-party software, services, platforms and APIs (including hosting providers, app stores, email services and rail industry systems the Deliverables connect to).
• "Working Day" means a day other than a Saturday, Sunday or public holiday in England.

1.2 If documents conflict, they take priority in this order: (a) agreed Change Requests; (b) the SOW; (c) the Quote; (d) these Terms; (e) the Proposal and any other document. However, clauses 8 and 15 prevail over every other document unless a document signed by both parties expressly states that it amends them.

1.3 This Agreement (these Terms, the Quote, any SOW and agreed Change Requests) is the entire agreement between the parties and replace all earlier discussions and understandings. Neither party has relied on any statement not set out in it, but this does not limit liability for fraud.

1.4 Terms in any Client purchase order, supplier portal or similar document do not apply, even if the Supplier acknowledges it. "Writing" includes email.

2. Services and scope

2.1 The Supplier will provide the Services with reasonable skill and care and in accordance with good industry practice.

2.2 The scope of the Build Services is set out in the SOW and Quote. The Proposal describes the Supplier's approach and services generally; it does not add obligations beyond those in the SOW and Quote unless they expressly incorporate them.

2.3 The fees and timetable are based on the assumptions in the Quote, Proposal and SOW, including the requirements documents and calculation spreadsheets supplied before the Effective Date. If an assumption proves incorrect, or discovery shows the requirements are materially more complex than assumed, the Supplier will say so promptly and either party may raise a Change Request.

2.4 Where Deliverables are to be published on Apple or Google app stores, the Supplier will prepare and submit them and will make changes reasonably required to obtain approval of the Deliverables as scoped at no extra charge. The Supplier is not responsible for app store decisions, timescales or policy changes, or for

rejections caused by Client Materials, the Client's developer accounts, or changes in scope.

3. Change control

3.1 Either party may request a change to the Services by a Change Request.

3.2 Within [5] Working Days, the Supplier will set out in writing the change's effect on fees, timetable and Deliverables.

3.3 No change takes effect until both parties agree the Change Request in writing. Until then, the Agreement continues unchanged.

3.4 The Supplier may make minor changes needed for safety, security or legal compliance that do not materially affect the Deliverables or fees, and will tell the Client about them.

4. Client responsibilities

4.1 The Client will:

(a) provide accurate and complete Client Materials, information, decisions and approvals promptly and within the timescales in the SOW;
(b) make available suitably knowledgeable subject-matter experts and a named project lead with authority to make decisions;
(c) provide access to the systems, test data, test environments and APIs the Supplier reasonably needs;
(d) carry out its testing and review activities in accordance with clause 6;
(e) obtain any third-party consents and licences needed for the Supplier to use Client Materials and connect to Client or third-party systems; and
(f) ensure Client Materials do not infringe any third party's rights or breach any law.

4.2 If the Supplier is delayed or prevented by any failure of the Client (or its other suppliers) to meet these responsibilities, the Supplier will notify the Client, will not be in breach to that extent, the timetable will be extended reasonably, and the Supplier may recover reasonable additional costs through a Change Request.

5. Timetable

5.1 The Supplier will use reasonable endeavours to meet the timetable in the SOW. Dates are estimates and time is not of the essence.

5.2 The Supplier will tell the Client promptly of any expected material delay, its cause and proposed mitigation. Delay alone is not a material breach.

6. Acceptance testing

6.1 When a Deliverable is ready for user acceptance testing, the Supplier will make it available to the Client in a test environment.

6.2 The Client will test it against the acceptance criteria in the SOW within [10] Working Days (the "Acceptance Window") and either confirm Acceptance or give the Supplier written details of any Defects, classified as:

• Critical: prevents use of core functionality or produces incorrect calculation results, with no workaround;
• Major: materially impairs functionality, with a workaround available;
• Minor: cosmetic or minor issues that do not materially affect use.

6.3 The Supplier will fix Critical and Major Defects and resubmit the affected items, and the Client will retest them within [5] Working Days. Minor Defects do not prevent Acceptance and will be fixed under clause 7 or as otherwise agreed.

6.4 A Deliverable is treated as Accepted on the earliest of: (a) the Client's written confirmation; (b) the end of the Acceptance Window (or retest period) without the Client notifying a Critical or Major Defect; or (c) the Client using it in live operations, other than in a pilot or parallel run agreed in writing.

7. Warranty

7.1 For 90 days from Go-Live (the "Warranty Period"), the Supplier will correct, at no extra charge, any Defect the Client reports in writing that the Supplier can reproduce.

7.2 The Supplier warrants that it will take reasonable, industry-standard steps to ensure the Deliverables do not contain viruses, malicious code or disabling devices when delivered.

7.3 The warranty does not apply to Defects caused by: (a) changes not made or authorised by the Supplier; (b) use contrary to the documentation or the Supplier's reasonable instructions; (c) Client Materials, including calculation rules or reference data; (d) Third-Party Components, operating system or device updates, or hosting environments not provided by the Supplier; or (e) misuse, accident or negligence of anyone other than the Supplier.

7.4 The Supplier does not warrant that the Deliverables will be error-free or uninterrupted. All other warranties and terms implied by statute or common law are excluded to the extent permitted by law.

8. Operational and safety-related use

8.1 The Deliverables are decision-support tools. They support, and do not replace, the professional judgement of the Client's qualified staff.

8.2 The Client remains solely responsible for: (a) checking and confirming that the calculation rules, formulae, algorithms and reference data it supplies or approves are correct and current; (b) validating outputs before relying on them operationally; (c) its operational procedures, staff competence and training; (d) compliance with railway industry standards, Railway Group Standards and any regulatory requirements; and (e) its safety management system, safety case and

risk assessments, including any assessment of whether and how the Deliverables may be used in safety-related activities.

8.3 The Supplier will implement the calculation rules supplied by the Client and test the Deliverables against the test cases and expected results agreed in the SOW. Acceptance by the Client confirms that the outputs are satisfactory for the Client's purposes.

8.4 The Supplier does not design, develop, verify or certify the Deliverables to any Safety Integrity Level (SIL) or functional safety standard unless this is expressly agreed in a SOW signed by both parties that sets out the standard, the process and the associated fees. This applies regardless of any statement to the contrary in the Proposal.

9. Fees and payment

9.1 The Client will pay the fees in the Quote. All fees are in pounds sterling and exclude VAT, which the Client will pay at the applicable rate.

9.2 The Build Services fee of £36,700 (excluding VAT) will be invoiced in stages: (a) 50% on signature of the Proposal; (b) 25% on achievement of the mid-project milestone defined in the Quote or SOW [Alpha Release]; and (c) 25% on Acceptance of the Deliverables. If a milestone is delayed for more than 20 Working Days for reasons attributable to the Client, the Supplier may invoice the relevant stage payment.

9.3 Hosting and Support Services fees are invoiced quarterly in advance. For Year One these are £900 per month (hosting £300 plus Silver Support £600), invoiced at £2,700 per quarter (£10,800 for Year One).

9.4 The Client will pay each invoice within [30] days of the invoice date. If the Client disputes an invoice in good faith, it will notify the Supplier within 10 Working Days with reasons and pay the undisputed part on time.

9.5 If the Client does not pay an undisputed amount on time, the Supplier may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. If an undisputed amount remains unpaid 14 days after the Supplier gives written notice of non-payment, the Supplier may suspend the Services until payment is made, and the timetable will be extended accordingly.

9.6 Expenses are chargeable only if in the Quote or SOW or approved in advance in writing.

10. Hosting and support

10.1 The Hosting and Support Services start on Go-Live and continue for an initial period of 12 months. They then renew automatically for successive 12-month periods unless either party gives at least [90] days' written notice before the end of the current period.

10.2 The Hosting and Support Services, including support hours, upgrades and monitoring, are as described in the Quote and Proposal for Silver Support. Service levels are those set out in the Proposal or any service level document agreed in writing. Service credits apply only if expressly agreed in writing.

10.3 The Supplier may carry out planned maintenance on reasonable notice, outside UK business hours where practicable, and emergency maintenance without notice where reasonably necessary.

10.4 Hosting uses third-party infrastructure providers located in the UK unless agreed otherwise, on those providers' standard terms. The Supplier is not liable for their failures beyond its reasonable control but will use reasonable endeavours to minimise the impact.

10.5 Hosting fees assume the usage levels in the Quote. If usage materially exceeds them, the Supplier may propose an adjustment through a Change Request.

10.6 The Supplier may change the fees for any renewal period by giving written notice at least 30 days before the last date for notice of non-renewal under clause 10.1.

10.7 Support does not include new functionality, which is handled through change control. When the Hosting and Support Services end, the Supplier will on request provide the Client's data in a standard format and reasonable transfer assistance at its then-current rates.

11. Intellectual property

11.1 Subject to payment in full of the Build Services fees for the relevant Deliverables, the Supplier assigns to the Client all Foreground IP with full title guarantee. Until payment, the Supplier grants the Client a non-exclusive licence to use the Deliverables for testing and the purposes of this Agreement.

11.2 The Supplier retains all Background IP. The Supplier grants the Client a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence to use, copy and modify Background IP incorporated in the Deliverables, solely as part of the Deliverables and for the Client's business. The Client may allow its contractors to exercise this licence on its behalf.

11.3 Third-Party Components are licensed under their own terms, which the Client agrees to comply with. The Supplier will identify any material Third-Party Components on request and will not knowingly use components whose licences would require disclosure of the Client's proprietary code without the Client's agreement.

11.4 On payment in full, the Supplier will provide the source code of the Deliverables through repository access or another agreed method.

11.5 The Client retains all Intellectual Property Rights in Client Materials and

grants the Supplier a licence to use them only to provide the Services.

11.6 Nothing prevents the Supplier from using general skills, ideas, techniques and know-how gained in performing the Services, provided it does not use or disclose the Client's Confidential Information or Foreground IP.

11.7 Any licensing, resale, white-labelling or other commercialisation of the Deliverables to other rail operators or third parties, and any associated onboarding, setup or revenue arrangements, will be agreed separately in writing.

11.8 The Supplier will indemnify the Client against third-party claims that the Deliverables (excluding Client Materials and Third-Party Components) infringe UK Intellectual Property Rights, provided the Client notifies the Supplier promptly, allows it to control the defence and gives reasonable assistance. The Supplier may modify or replace the affected item to avoid infringement. The Client will indemnify the Supplier on the same basis for claims arising from Client Materials. These indemnities are subject to clause 15.

12. Confidentiality

12.1 Each party will keep the other's Confidential Information confidential, use it only for this Agreement, and disclose it only to staff, contractors and advisers who need to know it and are bound by equivalent obligations.

12.2 This does not apply to information that is or becomes public (other than through breach), was already lawfully known, is independently developed or is lawfully received from a third party. Disclosure required by law or a regulator is permitted, with notice where lawful.

12.3 On termination, each party will return or delete the other's Confidential Information on request, except copies held in routine backups or required to be kept by law.

12.4 This clause continues for [5] years after termination, and indefinitely for trade secrets and source code.

13. Data protection

13.1 Each party will comply with the Data Protection Legislation. For personal data processed in the Services, the Client is the controller and the Supplier is the processor.

13.2 The Supplier will: (a) process personal data only on the Client's documented instructions, including as set out in this Agreement; (b) ensure its staff are bound by confidentiality; (c) implement appropriate technical and organisational security measures; (d) assist the Client, at the Client's reasonable cost, with data subject requests, security, breach notifications and data protection impact assessments; (e) notify the Client without undue delay after becoming aware of a personal data breach; (f) not transfer personal data outside the UK without the Client's prior written consent; (g) at the end of the Services, delete or return personal data at

the Client's choice unless law requires it to be kept; and (h) make available information reasonably needed to demonstrate compliance and allow audits on reasonable notice, no more than once a year unless following a breach.

13.3 The Client authorises the Supplier to use sub-processors, including its hosting providers. The Supplier will give the Client notice of any new sub-processor, and the Client may object on reasonable data protection grounds. The Supplier will impose equivalent data protection obligations on sub-processors and remains responsible for them.

13.4 The subject matter, nature, duration, types of personal data and categories of data subject will be set out in the SOW or a separate data processing agreement, which will prevail over this clause if signed by both parties.

14. Security

14.1 The Supplier will maintain reasonable, industry-standard security measures appropriate to the nature of the Services and the data involved.

14.2 Penetration testing, security certifications, accreditations or specific security standards form part of the Services only if expressly specified in the SOW or Quote. The Client is responsible for the security of its own systems, devices and user credentials.

15. Limitation of liability

15.1 Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

15.2 Subject to clause 15.1, neither party is liable for: loss of profits, revenue, business, contracts or anticipated savings; loss of goodwill or reputation; or any indirect or consequential loss. Neither party is liable for loss or corruption of data, except that the Supplier will restore data from its most recent backup where the loss is caused by its breach.

15.3 Subject to clauses 15.1 and 15.4, each party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed [100]% of the fees paid and payable under this Agreement in the 12 months before the event giving rise to the claim.

15.4 Clause 15.3 does not limit the Client's obligation to pay fees properly due.

15.5 The Supplier is not liable for any loss arising from matters for which the Client is responsible under clauses 4 or 8, including operational decisions made using outputs of the Deliverables.

16. Insurance

The Supplier will maintain professional indemnity and public liability insurance with reputable insurers at levels appropriate to the Services for the duration of this Agreement [amounts available on request].

17. Term and termination

17.1 This Agreement continues until the Build Services are completed and the Hosting and Support Services have ended, unless terminated earlier.

17.2 Either party may terminate this Agreement, or the affected Services, by written notice if the other party: (a) commits a material breach that is not remedied within 30 days of written notice requiring it to be remedied; or (b) becomes insolvent, enters administration, liquidation or a similar arrangement, or ceases to trade.

17.3 The Client may terminate the Build Services for convenience on 30 days' written notice. The Hosting and Support Services may be ended for convenience only at the end of a term under clause 10.1.

17.4 On termination of the Build Services for any reason other than the Supplier's breach or insolvency, the Client will pay for all work done up to the termination date (calculated at the Supplier's rates in the Quote or Proposal, and not exceeding the stage payments that would have fallen due), plus committed costs that cannot be cancelled. Amounts already paid will be credited [and any excess refunded].

17.5 On termination: (a) the Supplier will deliver all Deliverables and work in progress that have been paid for, with the licences in clause 11; (b) each party will comply with clause 12.3; and (c) clauses which by their nature are intended to survive, including clauses 8, 9 (for amounts due), 11, 12, 13, 15, 17, 19 and 20, will continue.

18. Force majeure

18.1 Neither party is liable for delay or failure caused by events beyond its reasonable control, such as fire, flood, pandemic, war, terrorism, government action, widespread internet or utility failure, or failure of third-party hosting or platform providers (but not lack of funds or its own staff's strikes).

18.2 The affected party will notify the other promptly and use reasonable endeavours to minimise the effect. If the event continues for more than 60 days, either party may terminate the affected Services on written notice, and clause 17.4 will apply.

19. Non-solicitation

During this Agreement and for 12 months after it ends, neither party will directly or indirectly solicit or employ any person who was employed or engaged by the other in connection with the Services in the previous 12 months, without the other's written consent. This does not prevent recruitment through general

advertising not targeted at those people.

20. General

20.1 Subcontracting: the Supplier may subcontract parts of the Services, and remains responsible for its subcontractors.

20.2 Assignment: neither party may assign or transfer this Agreement without the other's written consent (not to be unreasonably withheld), except to a group company or purchaser of the relevant business on written notice.

20.3 Publicity: neither party will use the other's name, logo or trade marks, or publicise the Agreement, without the other's prior written consent.

20.4 Relationship: the Supplier is an independent contractor. Nothing creates a partnership, joint venture or employment relationship.

20.5 Notices: formal notices must be in writing and delivered by hand, by pre-paid first-class post or by email to the addresses in this Agreement (for the Supplier, eddie@wearemissioncontrol.com; for the Client, [Client notice email and named contact]). Email notices are received on the next Working Day after sending.

20.6 Variation and waiver: variations must be in writing and agreed by both parties. A delay or failure to exercise a right is not a waiver.

20.7 Severance: if any provision is invalid or unenforceable, it will be modified to the minimum extent necessary and the rest of the Agreement will continue.

20.8 Third-party rights: no one other than the parties has rights under the Contracts (Rights of Third Parties) Act 1999.

20.9 Compliance: each party will comply with the Bribery Act 2010 and the Modern Slavery Act 2015, and will take reasonable steps to ensure its supply chain does the same.

20.10 Electronic signature: this Agreement may be accepted electronically, including by typed or drawn signature on the Proposal, which has the same effect as a handwritten signature. The person accepting confirms they are authorised to bind their organisation.

20.11 Disputes: the parties will first try to resolve disputes through their project leads, then within a further 10 Working Days through senior management (for the Supplier, its CEO). Either party may then go to court. Either party may seek urgent injunctive relief at any time.

20.12 Governing law and jurisdiction: this Agreement and any dispute arising from it, including non-contractual disputes, are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.