

TERMS AND CONDITIONS

In these terms and conditions “we”, “the firm”, “our” or “us” mean Osborne & Wise, a limited company incorporated in England and Wales with registered number 09553867 whose office is at Berkeley Suite, 35 Berkeley Square, Mayfair, London W1J 5BF. References to “individuals” are to officers, directors, consultants or employees of Osborne & Wise.

The receipt by you of advice from Osborne & Wise will be deemed to be on these terms and conditions which will apply to any services which we provide to you. They will usually be supplemented by one or more letters dealing amongst other things with the specific services to be provided and the fees payable.

These terms and conditions will be revised from time to time and a copy will be sent to you. The revised terms and conditions will apply with effect from 4 weeks from the date they are sent to you. You are of course free to terminate the arrangement between us if you do not accept

the revised terms and conditions.

1 OUR ADVICE

- 1.1 We advise on the laws of England and Wales.
- 1.2 We may obtain and forward to you advice from lawyers in countries other than England and Wales as to the law of such other countries but we will not vouch for the accuracy of the advice obtained.

2 INFORMATION, COMMUNICATION AND DATA PROTECTION

- 2.1 All information provided to us should be, to the best of your knowledge, complete, accurate and up to date, and supplied as quickly as possible. We shall be entitled to rely on such information unless you tell us otherwise in writing. You should notify us as soon as possible of any changes to that information, as well as of any new circumstances which might be relevant to our work.
- 2.2 Any personal data provided by you or your agents will be received on the understanding that you have complied with any applicable data protection regulation, and you agree that we may process this data in order to (i) carry out work for you (ii) comply with applicable laws and regulations (iii) populate our databases and (iv) provide you with information relating to the firm and its services, including legal updates in printed or electronic form. If you do not wish to continue receiving these updates, please let us know. We may be required to disclose information including personal data to third parties for the purposes of meeting our statutory and regulatory obligations or in order to comply with court orders.
- 2.3 Where we are processing personal data on your behalf then we will only act on your instructions and we will take reasonable measures to prevent the unauthorised or unlawful processing of it and against accidental loss or destruction of, or damage to, the personal data.
- 2.4 You agree that we may carry out credit reference checks using third party agencies and online or other databases as we may decide. These agencies may keep a record of such checks.
- 2.5 We will accept verbal, written or e-mail instructions from you. We may send you written or e-mail confirmation of your instructions or ask for written or e-mail confirmation of your instructions. We will not accept communications from you or any third party by SMS or other text messaging system.
- 2.6 Our full privacy policy is available at www.osbornewise.com/privacy-policy or in paper format on request.

2.7 You will be aware that electronic communications may not be secure, virus-free or successfully delivered. You assume the risks that electronic communications are intercepted, not received, delayed, corrupted or are received by persons other than the intended recipient, save in the event of our gross negligence or wilful default. If you have particular security requirements for the transmission of documents which you would like us to observe please let us know.

2.8 E-mail and telephone communications may be monitored in accordance with applicable law and regulations.

3 FEES AND EXPENSES

- 3.1 The fee which we will charge for our services will be that agreed by you in advance or, if not agreed in advance, that which is fair and reasonable. We calculate our fees mainly by reference to the amount of time spent by us in dealing with the matter. Our charging rates for time spent vary according to the seniority of the persons involved, are reviewed regularly and may be increased from time to time. Details of our current hourly rates are provided separately. However, in certain transactions (for example, certain property work), the value of the property or the sum involved may be the dominant factor in assessing the fee.
- 3.2 The calculation of our fee may also involve consideration of additional factors recognised by the Solicitors' Remuneration Orders such as the value, complexity, importance to you, and urgency of the matter.
- 3.3 We will charge for time spent managing and supervising the matter and time spent in correspondence and in meetings, on the telephone and research, in drafting and amending documents, and in the preparation of papers, as well as any necessary travel. We charge by reference to 1 minute units.
- 3.4 Unless we quote a fixed sum, any indication of a likely fee is an estimate only and may change as matters progress and the extent of the work becomes apparent or you change the scope of your instructions.
- 3.5 Any fixed fee quoted or fee estimate given by us covers only the scope of work in respect of which it is given and the assumptions upon which it is based. An additional charge will be made for any other work, at our normal hourly rates.
- 3.6 If, in the course of acting for you or following termination of a retainer, a third party seeks access to documents held by us, or seeks to interview any individual in connection with any work done for you, we or they may be required as a matter of law to deal with their request. In such circumstances, we will notify you and seek your instructions if possible, but if it is not practicable to do so, we will proceed on the basis that you are not prepared to waive confidentiality or privilege and that we or they should comply with the request only to the extent we or

they are required to do so. You will be responsible for our charges and any costs we reasonably incur in dealing with any such request.

- 3.7 Expenses such as counsel, travelling expenses, couriers, stamp duty land tax and similar taxes, court fees, filing or registration fees, search fees, external printing (with additional charges for items such as binders), searches of information databases, online searches, scanning, storage and delivery of documents and bank charges will be charged in addition to our professional fees. As we are directly responsible for third party charges incurred in connection with our advice to you, we may require a payment in respect of them in advance. If we have to incur additional costs for non-legal staff working overtime on evenings or weekends in order to provide an effective service to you, we will also charge you for these costs.
- 3.8 All fees and expenses are (where liable) subject to VAT or similar taxes in addition, which will be charged where applicable to the client to whom we provide our services.
- 3.9 Where other advisers or service providers (such as other law firms, expert witnesses and surveyors) are engaged by us, they will be engaged by us acting as your agent and you will be responsible for their fees in addition to our own. Where appropriate, their invoices will be issued directly to you.
- 3.10 If you are required to make a payment on completion of a transaction on which we are acting, you must, before completion, arrange for the payment (and all applicable fees, expenses and taxes) to be transferred into our account in fully cleared funds.

4 PAYMENT ON ACCOUNT

- 4.1 We may ask you to make payments on account of costs and expenses at the start of a matter and we may ask you to make further payments on account from time to time as our work proceeds or once this amount has been extinguished. This amount will be offset against final invoices.
- 4.2 Money held on account of costs will be held in our client account separately from our funds. The amount offset will be shown on the face of the invoice. Monies held on account will be credited with interest in accordance with Solicitors' Accounts Rules. If we hold any of your money in our client account, we are required by the Solicitors Regulation Authority to deduct from it any fees, expenses, VAT and other amounts owing from you to us.

5 PAYMENT TERMS

- 5.1 We will deliver invoices to you at regular intervals, including interim invoices, in respect of our fees and in respect of expenses and other charges. All invoices will be addressed to you.
- 5.2 Payment of our invoices is due on delivery. We reserve the right to charge interest at the rate specified in paragraph 5.3 below on any invoice which is not paid within one month of its date.
- 5.3 The amount of interest which will be charged on unpaid amounts will be the amount to which we would be entitled by way of statutory interest under The Late Payment of Commercial Debts (Interest) Act 1998 or any successor legislation or, where you are an individual, at the rate of 8% above the Bank of England Base Rate per annum charged from the date payment becomes overdue.
- 5.4 You remain responsible for paying our invoices in full, including any VAT and expenses, even if a third

party is liable to reimburse you for any sums included in the invoice or if there is an agreement between you and a third party that our fees and/or expenses and/or VAT will be paid by that third party. If you ask us to do work for any other person, company or entity and to submit an invoice to that person, company or entity, you will be jointly liable for payment.

- 5.5 In the event of a payment not being made within the time specified, either in respect of an invoice or on account, we reserve the right to give you a minimum of seven days' notice either that we will decline to act any further until payment is made or to cease to act entirely in either case in respect of the matter to which that invoice or request for money on account relates and any other related matters for you. We will render an invoice for any unbilled work done up to that date.
- 5.6 Payment should be made by cheque or banker's draft, in either case drawn on a UK bank, or sent by telegraphic transfer. Save where otherwise agreed, payment should be made to Osborne & Wise. Invoices should be paid in the currency in which they are denominated, save with our prior agreement. If invoices are not settled in that currency, we reserve the right to ask you to account for any shortfall caused by converting the payment into that currency. You must bear all costs of transmitting payments in respect of our invoices to us, which should therefore be made gross of all bank or agent's charges.
- 5.7 All sums paid to us by way of fees and/or expenses shall be free from all taxation, levies and charges (including bank charges) except for deductions or withholdings required by law. If any deductions or withholdings are required by law, you will increase the amount paid to us to the extent necessary to ensure that we receive such sums as will leave us with the same amount as we would have been entitled to receive in the absence of such deductions or withholdings.

6 MATTER NOT COMPLETED

Should a matter not be carried through to completion then a charge will be made in respect of the work that has already been completed. VAT or similar taxes will be payable on that amount and you will also be invoiced for any expenses incurred.

7 LIEN

If our retainer terminates, then, without prejudice to any of our other rights, we will have a lien over any of your property in our possession (including, without limitation, money, deeds, documents and papers) to secure all your liabilities to us.

8 CLIENT MONIES

- 8.1 Monies received by us from you that are to be held for you as a client will be placed in a client account with a financial institution. These funds are placed by us on behalf of our clients and the banker/customer relationship is between the bank and the client.
- 8.2 We will have no responsibility to you or to any other person for the credit failure or other acts or omissions of any banking institution with whom we deposit monies nor any banking institution involved in the transfer of monies, nor for any failure or any disruption to any payment or communications systems required to operate in order for any monies to be transferred.

9 DUTY OF CARE, CONFIDENTIALITY AND CONFLICTS

- 9.1 In relation to your instructions, we will owe you the normal duties owed by a lawyer to his client, including a duty of care and a duty of confidentiality, subject to any overriding legal requirements.
- 9.2 If you ask us to take instructions on your behalf from a third party then: (i) until you notify us in writing to the contrary, we will be entitled to act on any instructions given by that third party as if they were given by you; and (ii) you will indemnify us against any claim that the third party was not entitled to act or give instructions on your behalf or that we were not entitled to act on any such instructions.
- 9.3 You need to be aware that by using a third party to instruct us you may in certain circumstances be considered to have waived legal professional privilege over communications between us and that third party and vice versa. The consequence of loss of privilege is that other third parties might be entitled to see those communications. If you disseminate any documents the subject of legal privilege, either internally or externally, privilege may be lost. You should discuss this with us first before you do so.
- 9.4 If you ask us to work on a matter alongside other professionals you have instructed then it is your responsibility to ensure that all information held by those other professionals that could be relevant to our tasks is communicated to us promptly.
- 9.5 Where we receive information which is confidential to you, we will owe you a duty to preserve the confidentiality of that information. As we owe the same duty to others who are, or have been, our clients, by agreeing to instruct us, you accept that the provision of legal services to you does not place us under any obligation to disclose to you, or use for your benefit, any confidential information that we currently have, or may obtain, in relation to any other client or prospective client.
- 9.6 Any advice provided by us is for your benefit alone and is given solely for the purpose of the engagement in respect of which it is sought and may not be used by or relied upon by third parties. You agree that you will not disclose, or otherwise allow to be made available, any such advice (directly or indirectly) to any such person without our prior written consent (except your other professional advisers, but without creating any duty or liability to them on our part, or save as required by law or regulation). Our duty of care is to you as our client and does not extend to third parties except where such responsibility is accepted by us in writing.
- 9.7 If general advice is provided, the applicability of the advice to a particular circumstance would depend on the particular circumstance in which it is to be used (of which we may not be aware).
- 9.8 Advice and documentation in relation to any matter on which we have advised you may be added to our internal databases but this will not affect our duty of confidentiality to you.
- 9.9 Our professional rules may prevent us continuing to act where there is, or there is reasonably likely to be a conflict of interest between two or more clients or where we hold or come into possession of confidential information that may be material to you but which we are under a duty to keep confidential for another client. In such circumstances we may have to stop acting for you. If this happens we will tell you as soon as reasonably practicable and we will endeavour to minimise any inconvenience to you. We will

be under no obligation to disclose any such information to you.

- 9.10 Should we continue to act for you we will take such steps as are necessary to ensure that the information of each party is kept confidential from any other party. This may include special arrangements in relation to our IT systems and may require you to comply with any additional measures which we consider are necessary to ensure confidentiality is maintained.
- 9.11 It is our practice to check for conflicts of interest when taking instructions from you. However, we may not identify all situations where there may be a conflict with your interests or where we hold specific confidential information.
- 9.12 If there are any specific circumstances in which you consider we should not act, because you consider that for us to do so would be in conflict with your commercial interests, you must notify us promptly so that we can consider our position.
- 9.13 Sometimes we ask other companies or people to do photocopying, due diligence or other work to ensure this is done cost effectively and/or promptly. We will obtain a confidentiality agreement with these outsourced providers unless they are subject to professional obligations at least as onerous as those to which we are.

10 TAX ADVICE AND/OR STRUCTURING

We will only advise you about taxation and/or structuring aspects of any proposed course of action where we are specifically requested in writing to do so.

11 LIABILITY OF OSBORNE & WISE

- 11.1 Our liability to you in contract and in tort, including negligence, arising in relation to our acting for you on any matter is limited to £3 million, unless we expressly state a higher amount in our engagement letter with you. We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities. We can only limit our liability to the extent the law allows. In particular, we cannot limit our liability for death or personal injury caused by our negligence.
- 11.2 The commercial implications of the matters on which you have asked us to advise are a matter for you to assess at all times, unless the contrary is agreed by us in writing.
- 11.3 If we are engaged in transactional work, the decision as to whether to complete a transaction remains a commercial decision solely for you. Neither our work nor our advice constitutes a recommendation as to whether or not you should complete or discontinue the transaction.
- 11.4 You may rely on our advice for the purposes for which, and the time at which, it was given and only if you have clearly made known those purposes to us.
- 11.5 Where we are asked to prepare a report or otherwise give detailed advice on legal issues you should not rely on any oral, draft or interim reports or advice unless you have specifically asked us to confirm the advice in writing and we have done so.
- 11.6 We shall not be under any obligation to update any advice, report or product of our services to take account of events occurring after the advice, report or product has been issued in final form. We shall not be under any obligation to remind you of any time critical date or of any other

matter or event occurring after we have submitted our final invoice for the matter.

agreeing such limitation provided that our liability to you shall not be more than £3 million.

- 11.7 If you request us to perform any transaction within a timescale which involves exceptionally long hours or which is insufficient to enable us to consider or research fully the issues that may arise in connection with the transaction, the standard of care which you are entitled to expect from us shall be no more than that which may reasonably be expected of us in the circumstances.
- 11.8 If you request us to establish a new legal entity whether or not in conjunction with a third party and to treat that legal entity as our client for all or part of a particular matter either in place of or in addition to you we will do so on condition that you will promptly indemnify us against any fees and expenses that the new legal entity does not pay.
- 11.9 Osborne & Wise assumes liability for and is fully and exclusively responsible for the legal services provided by its members, consultants and employees on its behalf and no individual accepts any personal obligations towards you or any other client in respect of such services.
- 11.10 It is a fundamental provision of these terms and conditions that you agree that no individual has or will have any personal responsibility to you for the legal services provided by them on behalf of Osborne & Wise and you agree not to bring a claim against such individuals in respect of those services.
- 11.11 Osborne & Wise accepts liability for the legal services provided by such individuals on its behalf as if these terms and conditions did not exclude or limit any personal responsibility that they might otherwise have towards you in respect of such services.
- 11.12 If, notwithstanding this paragraph, any individual incurs any personal liability to you in connection with services provided to you, you agree that the liability of each such individual shall be limited to the fullest extent permitted by any legal requirements or any rules of professional conduct applicable to him or her in the jurisdiction in which he or she practises as a lawyer.
- 11.13 Where these terms and conditions are addressed to more than one person, the limit of liability specified in this paragraph will have to be allocated between those addressees. Such allocation will be entirely a matter for the addressees, who will be under no obligation to inform us of it. If no such allocation is agreed by the addressees, none of them shall be entitled to dispute the validity, enforceability or operation of this paragraph on the grounds that no such allocation was made.
- 11.14 We maintain professional indemnity insurance cover with Travelers Insurance Company Limited of Exchequer Court, 33 St. Mary Axe, London EC3A 8AG.

12 OTHER ADVISERS AND SERVICE PROVIDERS

- 12.1 Where we are asked to recommend the services of another adviser or service provider, we will do so in good faith, but without liability and without warranting the ability or standing of that person or firm. We will engage them acting as your agent and you will have a direct retainer with them. We will not be responsible for monitoring or reviewing their work or for the quality of that work.
- 12.2 If you agree to a limitation on the liability of any adviser who acts for you on a matter on which you have also instructed us then our liability to you in respect of any claim, which you may make against us, will be reduced by any amount which we are unable to recover in contribution proceedings against such other adviser as a result of your

13 MONEY LAUNDERING AND PROCEEDS OF CRIME

- 13.1 As with other professional services firms, we are under stringent requirements to identify clients for the purposes of anti-money laundering legislation. We are likely to request from you, and retain, some information and documentation for these purposes and make searches of appropriate databases. You agree that we may make these checks using third party agencies or by using online or other databases as we may decide. There may be circumstances in which we are not able to proceed with your instructions and may have to cease to act for you, for example if satisfactory evidence of your identity is not provided within a reasonable time. In these circumstances we will charge you for the work done prior to that date.
- 13.2 Where we instruct counsel, or others on your behalf, we may provide copies of this information to them for their anti-money laundering procedures.
- 13.3 We are obliged to report to the Serious Organised Crime Agency ("SOCA") any knowledge or suspicion we may have of money laundering or terrorist financing, or if we have reasonable grounds for knowing or suspecting money laundering or terrorist financing. We may not be able to tell you that a report has been made and we may not be able to continue to act unless and until SOCA permits us to do so. In such circumstances our retainer shall be suspended to the extent necessary.
- 13.4 If we are also acting for your proposed lender on your matter, we have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This includes: any differences between your mortgage application and information we receive during the transaction; any cash back payments or discount schemes that a seller is giving you.
- 13.5 The firm's policy is not to accept cash from clients. If this policy is circumvented by cash being deposited direct with our bank we reserve the right to charge for any additional checks we consider necessary regarding the source of funds.
- 13.6 The work which we have to do to identify you in accordance with our statutory and professional obligations is part of our work on this retainer, and will be charged for, including any expenses incurred, in the normal way.

14 FILES AND DOCUMENTS

- 14.1 On completion of your matter you are entitled and we may require you to take possession of the files, documents, deeds or other original documents of title relating to your matter. If we retain the file, it may be stored at our own offices or elsewhere by others under our direction. Retained files, deeds or original documents will be produced for you on request.
- 14.2 If we or our subcontractor store deeds, other original documents, wills and/or associated papers ("Documents") without charging you a separate fee for doing so we shall do so at your risk. Consequently, and except as stated below, we will not be liable for any loss or damage to your Documents whatsoever and however it may arise. If, and to the extent that, any loss is caused by gross negligence or the wilful act or default of ourselves, our employees or any subcontractor we will accept liability for your Documents up to the greater of the sum of £100 or any sum payable by

our and/or our subcontractor's insurers. Under no circumstances shall we be liable for any indirect loss, loss of profits, business interruption, emotional distress, duties or taxes arising from damage, deterioration or destruction of any Document.

- 14.3 We will retain on your behalf, in storage, papers not comprising Documents relating to matters on which we have acted for you for a reasonable period, which will normally be for at least six years after a matter is completed. After this period, we may destroy them without notice to you unless we have agreed that we will continue to store them.
- 14.4 We may also retain on your behalf various papers relating to matters on which we have acted for you in electronic format.
- 14.5 No charge is made for retrieving files from storage. However, we reserve the right to make a charge for keeping files in store, and for delivering them to you in cases where you have requested them. We will charge you at our current hourly rates for work you have requested in relation to files in store – for example, extracting information or identifying and copying documents.

15 REGULATORY INFORMATION AND NATURE OF ADVICE

- 15.1 Osborne & Wise is authorised and regulated by the Solicitors Regulation Authority.
- 15.2 Sometimes the work we undertake involves investments. We are not authorised under the Financial Services and Markets Act 2000 ("FSMA"), and so may refer you to someone who is authorised to provide any necessary advice. However, we are able in certain circumstances to offer a limited range of investment services to clients because we are authorised and regulated by the Solicitors Regulation Authority. We can provide these investment services if they are an incidental part of the legal service we have been engaged to provide. Arrangements for complaints or redress if something goes wrong are described in paragraph 17 below.
- 15.3 Our primary role is as legal adviser and it is not part of our role to advise on the merits of entering into investment (or mortgage or insurance) transactions or exercising investment rights, or to act as a broker or arranger of transactions. Any decision to consider, discuss, negotiate or enter into a proposed investment transaction is a decision solely for you on the basis of your own assessment of the transaction and risks, and any advice which you may receive from a person authorised under FSMA to give such advice.
- 15.4 Nothing we write or say is to be construed as an invitation or inducement to engage in any investment activity.
- 15.5 References to partners in relation to Osborne & Wise are to directors, officers, consultants or employees of Osborne & Wise. Those persons are not in partnership and Osborne & Wise is not a partnership or in partnership with any of them.

16 TERMINATION OF RETAINER

- 16.1 It is open to you, at any time, to terminate our services by giving us written notice, subject always to the terms contained in the letter of engagement.
- 16.2 If we consider that you may have been involved in money laundering (including failing to comply promptly with our money laundering procedures), tax evasion, fraud or other

criminal activity, we reserve the right to terminate all our retainers with you without notice, without liability and without providing a reason.

- 16.3 If you do not pay any invoice when due (or do not comply with any request for payment on account of costs incurred or to be incurred), we may stop work on any matters on which we are acting for you and we may also terminate any of our retainers with you.
- 16.4 We may, on reasonable notice, stop work on any matters on which we are acting for you and without prejudice to our right to be paid for work up to the date of expiry of our notice we may also terminate any of our retainers with you if we consider that the relationship of trust and confidence inherent in a solicitor client relationship has broken down, notwithstanding that the retainer is an entire retainer and has not been entirely fulfilled.
- 16.5 We will not be liable to you for any resulting financial loss or any other consequences you may incur as a result of our terminating any of our retainers in accordance with the provisions of this section.
- 16.6 If you or we decide that we should stop acting for you, you will pay our charges as set out in these terms and conditions and your engagement letter, up until that point.

17 SAFEGUARDING SERVICE AND COMPLAINTS

- 17.1 If you would like to discuss how the service to you could be improved, or should there be any aspect of our service with which you are not satisfied at any time, you should raise the matter with the partner with whom you deal. If you would like to make a formal complaint, including a complaint about any invoice we have delivered to you, you should do so in writing addressed to the Complaints Partner, and asking for a copy of our complaints procedure. We will look into your complaint carefully and promptly. No charge will be made for our time spent in investigating and responding to a complaint. If for any reason we are unable to resolve any problem between us, you may use the complaints and redress procedures operated by the Legal Ombudsman and/or apply to the court for an assessment of the invoice under Part III Solicitors Act 1974. For further information about the Legal Ombudsman, including whether you can complain, please see www.legalombudsman.org.uk.
- 17.2 In the event that we consider it necessary or desirable to consult our professional indemnity insurers, our insurance brokers, the Solicitors Regulation Authority or the Legal Ombudsman over work that we have done for you, we may share with them all necessary documents and information in our possession in relation to that work, or any related matter. As part of our continuing commitment to providing the highest quality service, external firms or organisations may conduct quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to your files. This requires your consent. Your acceptance of these terms and conditions will be regarded as having provided your consent.
- 17.3 Osborne & Wise is committed to providing equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

18 INVALIDITY

In the event that any of these terms and conditions is held to be invalid, or otherwise not permitted in any jurisdiction, the remainder of the terms and conditions will remain in full force and effect.

19 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated, nothing in these terms confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

20 DISTANCE SELLING REGULATIONS

If you are instructing us in your private capacity, in respect of something other than property work, and we have not met in a face-to-face meeting when you instruct us: (i) you may cancel your retainer with us within seven working days of instructing us. If, when you instructed us on the telephone or by e-mail, we did not inform you in our response of this right, you may cancel your retainer with us within a further three months. If, however, you ask us to commence work on your instructions immediately, you waive this right to cancel the retainer; (ii) you may require us to complete your instructions within 30 days unless we have indicated in writing that the timescale may exceed 30 days.

21 GOVERNING LAW AND SUBMISSION TO JURISDICTION

21.1 These terms and conditions, our engagement letter with you and any non-contractual obligations arising out of or in connection with this agreement, shall be governed by, and construed in accordance with, English law. The Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning any of them and any matter arising from them.

21.2 However, we may bring proceedings against you in any jurisdiction, including (without limitation) any jurisdiction in which you are resident, domiciled, incorporated or have assets, for the purpose of enforcing any judgement and you irrevocably and unconditionally submit to such jurisdiction for that purpose.

Osborne and Wise