

Oakmount and Partners Limited

Terms of Business

Oakmount and Partners Limited, a limited company incorporated in England with registered office at 37th Floor, One Canada Square, Canary Wharf London, E14 5AA (company number 07101464) (**OAP**), is not authorised or regulated by the UK Financial Services Authority (**FSA**). The carbon offset credits which are the subject of these Terms of Business are not “investments of a specified kind” within the meaning of section 22 of the Financial Services and Markets Act 2000 (**FSMA**). For the avoidance of doubt, persons entering into this agreement will not be treated as “clients” for the purposes of any FSA rules. Such persons are not entitled to any protections under the Financial Services Compensation Scheme and have no recourse to the Financial Ombudsman Service.

This is OAP’s standard retail client agreement upon which OAP’s intends to rely. For your own benefit and protection you should read these Terms of Business carefully before signing them. If you do not understand any point please seek advice from financial and legal advisers before entering into these Terms of Business.

OAP’s sets out below the terms upon which OAP’s will provide investment services to you (the **Terms of Business**). These terms and any additional information as to OAP’s charges and commissions will form the legal agreement that sets out OAP’s relationship with you. The specific terms applying to you in respect of each purchase of Carbon Offset Credits from OAP are contained in the Transaction Confirmation, the form of which is attached to these Terms of Business and which is supplemental to the standard terms set out in the body of these Terms of Business.

1. DEFINITIONS

The terms used in this agreement shall have the following meanings:

- 1.1 **Applicable Law** means the laws of England & Wales and all laws, rules and regulations that may apply to the parties or to these Terms of Business including any modification, re-enactment or superseding such law and all rules, guidelines, procedures, decisions, and regulations (however described) issued under them;
- 1.2 **Application Form** means OAP’s application form for investment in Carbon Offset Credits;
- 1.3 **Business Day** means any day on which OAP’s is open for business in the UK;
- 1.4 **Carbon Offset Credits** means CERs or VERs;
- 1.5 **Certified Emission Reduction** or **CER** means a carbon offset unit which is equivalent to one metric tonne of carbon dioxide, pursuant to the Clean Development Mechanism and any other relevant International Rules;

- 1.6 **CDM Registry** means the system for issuing and distributing CDM credits which the UNFCCC secretariat, under the authority of the Executive Board, has implemented;
- 1.7 **Change of Law Event** means a material adverse change in a law, rule, act or regulation of whatever nature in the UK or the country where you is based after the date of execution of these Terms of Business that entirely prevents a party from performing its obligation under these Terms of Business;
- 1.8 **Clean Development Mechanism** or **CDM** means the mechanism defined under Article 12 of the Kyoto Protocol;
- 1.9 **Consents** means any consent, registration, filing, license, permit, approval, authorisation or exemption from, by or with a competent authority, including corporate authorisations, required for the execution and performance of these Terms of Business;
- 1.10 **Delivery Path Failure** means the occurrence at any time of any of the following:
- 1.10.1 a failure of the International Transaction Log or other relevant system that renders the transfer of Carbon Offset Credits impossible; or
 - 1.10.2 with respect to the Delivery of CERs, the dissolution or cessation of operations of the CDM Executive Board or of the CDM Registry administrator;
- 1.11 **Executive Board** means the executive board of the Clean Development Mechanism that is established by the International Rules;
- 1.12 **Force Majeure** means:
- 1.12.1 any act of God, peril of the sea, war, riot, insurrection, civil commotion, martial law, flood, earthquake, drought, lightning, fire, storm, accumulation of snow and ice, epidemic, quarantine, radiation, radioactive contamination or national general strike;
 - 1.12.2 the occurrence of a Delivery Path Failure or failure of any relevant exchange or settlement or clearing system;
 - 1.12.3 any other circumstance beyond the reasonable control of you or OAP's including a Change of Law Event, as the case may be, that interferes with you or OAP's ability to perform its obligations under these Terms of Business,
- that is not attributable to you or OAP's own wilful misconduct or gross negligence, but not including the lack of funds by any party;
- 1.13 **International Rules** means the UNFCCC, Kyoto Protocol, applicable governmental bodies, any relevant decisions, guidelines, modalities and procedures made pursuant to them (including decisions of the Executive Board) and any successor

international agreement that governs or recognises the creation of Carbon Offset Credits;

- 1.14 **International Transaction Log** or **ITL** has the meaning ascribed thereto under the International Rules;
- 1.15 **Kyoto Protocol** means the protocol to the UNFCCC adopted at the Third Conference of the Parties to the UNFCCC in Kyoto, Japan on 11 December 1997;
- 1.16 **Payment** means the payment to be made by you in accordance with paragraph 4 (*Instructions, Payment and Delivery*) of these Terms of Business;
- 1.17 **Payment Date** means the date on which you has made Payment in accordance with paragraph 4 (*Instructions, Payment and Delivery*) of these Terms of Business;
- 1.18 **Price Per Carbon Offset Unit** means the price that you will pay for each ERC as stipulated in the Transaction Confirmation as the Price Per Carbon Offset Credits;
- 1.19 **Projects** means the projects described in the Introduction to these Terms of Business;
- 1.20 **Client's Bank Account** means your Bank Account, details of which are set out in the Transaction Confirmation as Client's Bank Account;
- 1.21 **Total Contract Price** means total contract price as stipulated in the Transaction Confirmation as the Total Contract Price;
- 1.22 **Total Number of Carbon Offset Credits** means the total number of Carbon Offset Credits the Transaction Confirmation as the Total Number of Carbon Offset Credits;
- 1.23 **Transaction Confirmation** means the transaction confirmation containing specific terms applying to you in respect of each purchase of Carbon Offset Credits from EGM, the form of which is annexed to these Terms of Business;
- 1.24 **United Nations Framework Convention on Climate Change** or **UNFCCC** means the United Nations Framework Convention on Climate Change adopted in New York on 9 May 1992; and
- 1.25 **Voluntary Emission Reduction** or **VER** means a carbon offset unit which is equivalent to one metric tonne of carbon dioxide which have been verified outside of the Kyoto Protocol via an applicable voluntary certification process.

2. SERVICES

- 2.1 OAP's will provide execution and ancillary services in respect of Carbon Offset Credits which are certified under the Clean Development Mechanism or an applicable voluntary certification standard. OAP's may also provide such other services as may be agreed with you (collectively, the **Services**).

2.2 All decisions on whether to invest in, hold or dispose of any Carbon Offset Credits or other asset or to enter into any agreement resulting from the provision of OAP's services to you or effected on an execution-only basis under these Terms of Business are your decisions. OAP's will only enter into transactions as you instruct in accordance with these Terms of Business. OAP's will not be responsible for monitoring or managing your investments on an ongoing basis.

2.3 These Terms of Business shall apply to all transactions you undertake with OAP's.

3. CAPACITY

Nothing in the Terms of Business shall make OAP's (including its employees or agents), your employee, agent or a sub-contractor, neither does OAP's (including its employees or agents) hold themselves out as such.

4. INSTRUCTIONS, PAYMENT AND DELIVERY

4.1 You will make an application for Carbon Offset Credits using OAP's Application Form, which OAP's may accept orally or in writing. Each application will be subject to these Terms of Business. OAP's shall be entitled to rely on and treat as binding any instructions in writing, including the Application Form, which it reasonably believes to be from you or from your agent(s), whether received by e-mail, fax or letter and which OAP's has accepted in good faith. You agree that OAP's shall not incur any liability to you for placing reliance on or for acting on any forged or unauthorised instruction or communication which appears on its face to be genuine.

4.2 You acknowledge that you OAP's may record and store all telephone conversations. EGM reserves the right to produce and store a transcript of the recorded telephone conversation for the purposes of resolving any disputes between OAP's and you in respect of any instruction.

4.3 You will be solely responsible for ensuring that the details you supply to OAP's to enable OAP's to carry out your instructions, including without limitation your contact details, your bank account details and all information in the Application Form, are true and accurate. You will not withhold or omit any information which would render those details inaccurate and agree to notify OAP's immediately if you become aware of any error or change in the details supplied to OAP's.

4.4 OAP's agrees to provide the Services from time to time. OAP's may refuse to act on any instruction if OAP's reasonably believes:

4.4.1 it might cause OAP's to breach any Applicable Law or rule of any relevant exchange, settlement or clearing system;

4.4.2 it was not given by you or on your behalf;

4.4.3 it to be insufficiently clear; or

4.4.4 that carrying out the instruction may damage OAP's reputation.

4.5 In all matters relating to these Terms of Business and any purchase of Carbon Offset Credits, you shall rely solely on your own skill and judgment. Although OAP's may provide you with information about the Carbon Offset Credits, you shall not place any reliance on OAP's opinion of the merits or otherwise of the advisability of purchasing the Carbon Offset Credits. Once an instruction is accepted by OAP's it cannot be altered or cancelled.

4.6 You agree to pay OAP's the Total Contract Price on the date stipulated as the Payment Date in the Transaction Confirmation. You shall make such payment to OAP's Bank Account, details of which are set out the Transaction Confirmation. All payments shall be made without set-off, counterclaim or deduction whatsoever.

4.7 Within seven (7) Business Days of receiving payment from you in accordance with the above, OAP's shall deliver the Total Number of Carbon Offset Credits to your CDM Registry account, the details of which are set out in the Transaction Confirmation.

4.8 All transactions will be due for settlement in accordance with market requirements and the Transaction Confirmation.

5. SALE OF CARBON OFFSET CREDITS

5.1 Upon receiving your instructions to do so, OAP's shall sell the Total Number of Carbon Offset Credits at the best price available at the time on your behalf.

5.2 You undertake to ensure that all investments and other documents of title and/or transfer forms that are required and/or any relevant cash balance are delivered, transferred or paid to OAP's in reasonably sufficient time on or before the contractual settlement date to enable OAP's to settle the transaction and that all cash and investments held by or transferred to OAP's will be and remain free from any lien, charge or encumbrance.

5.3 OAP's will be entitled to a commission on the proceeds of the sale of the Total Number of Carbon Offset Credits. Within three (3) Business Days of receiving the proceeds of the sale, OAP's shall remit the proceeds of the sale of the Total Number of Carbon Offset Credits to your Bank Account, less the amount of OAP's commission. OAP's shall provide details of such commission to you on request.

6. COSTS

6.1 OAP's will charge fees and commissions for services under these Terms of Business in accordance with its charging schedule or as otherwise agreed with you in writing. You are liable for any costs OAP's properly incurs under these Terms of Business, including any applicable taxes. In particular, OAP's will pass on brokerage charges it incurs for transactions effected for you.

- 6.2 You agree that OAP's may share commission with connected companies or other third parties, or receive remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration or sharing arrangements will not be set out on the relevant Transaction Confirmation, but can be made available to you on request.

7. INDEMNITIES AND LIABILITY

7.1 By using OAP's Services:

- 7.1.1 you agree that OAP's has no duty of care to you save as otherwise set out in these Terms of Business. You agree that OAP's does not have any liability in contract, or owe any duty of care, to any clients of you or any other third parties, including any third parties to whom you have made any onward sale or pre-sale of Carbon Offset Credits of any description.
- 7.1.2 you acknowledge that OAP's shall not be responsible or have any liability for loss or damage (whether actual or alleged) arising from the election by it to treat application or subscription for the Carbon Offset Credits lodged by you as invalid or to terminate any application by you as a result of OAP's not having received satisfactory evidence as to your identity. Any liability of OAP's, howsoever caused shall be limited to the Total Contract Price in the Transaction Confirmation.
- 7.1.3 You hereby agree to indemnify OAP's, its officers, its agents, its advisers and its shareholders and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, court fees, attorneys' fees and expenses, costs of investigation, expert witness fees, taxes and penalties) incurred on account of, arising out of or in any way related to:
- (a) any breach of or inaccuracy in the representations, warranties, undertakings, acknowledgments or agreements given or made by us/me, including, without limitation, the defence of any claim based on any allegation of fact inconsistent with any such representations, warranties or agreements;
 - (b) any action, suit or proceeding based on a claim that any of such representations, warranties, undertakings, acknowledgments or agreements was inaccurate or misleading or otherwise cause for obtaining damages or redress from me/us, its officers or its shareholders under any Applicable Law; and
 - (c) any onward sale or pre-sale of Carbon Offset Credits by you.

8. REPRESENTATIONS AND WARRANTIES

8.1 OAP's Representation and Warranties

OAP's represents and warrants to you that:

- 8.1.1 it is duly organised and validly existing under the laws of its respective jurisdiction;
- 8.1.2 it has the power and authority to execute and deliver these Terms of Business and to perform its obligations under it;
- 8.1.3 it has taken and will continue to take all actions necessary to satisfy all Applicable Law requirements, and has obtained and maintained all approvals required to authorise the entry into, and perform its obligations under, these Terms of Business;
- 8.1.4 so far as it is aware, it is not subject to any judgment, rule, regulation, order, statement of claim, injunction or decree of any government, supervisory or any competent authority (including withdrawal of any Consents) which might adversely affect its ability to comply with and perform its obligations under these Terms of Business;
- 8.1.5 to the best of its knowledge and belief, no litigation, arbitration or administrative proceedings are threatened or pending that may have a material adverse effect on its ability to perform its obligations under these Terms of Business; and
- 8.1.6 in relation to all material factual information provided to you, to the best of OAP's knowledge and belief, such information:
 - (a) was accurate, or in the case of financial statements, was a fair representation in all material respects as of the date it was prepared; and
 - (b) nothing has occurred since the date of provision of such factual information, including any forecasts and projects (if applicable), which if disclosed, would render such factual information as a whole materially untrue or misleading.

8.2 Client's Representations and Warranties

- 8.2.1 By using OAP's Services, you represent and warrant for the duration of the Terms of Business:
 - (a) that, as of the date of these Terms of Business you have and shall continue to have sufficient funds to make all payments due under these Terms of Business;

- (b) all legal requirements necessary or appropriate in connection with the execution and performance of these Terms of Business have been complied with and you have full legal authority, capacity and power to do so. If more than one person is signing these Terms of Business as a Client, each undertaking shall be a joint and several undertaking of all such persons. Actions of any one joint client pursuant to these Terms of Business shall bind all Clients. A purchase under these Terms of Business of Carbon Offset Credits in joint names creates a joint tenancy with right of survivorship;
- (c) that (i) have the financial ability to bear the economic risk of purchasing the Carbon Offset Credits, can sustain a loss of this entire investment, have adequate means for providing for my/our current needs and possible contingencies and have no need for liquidity with respect to purchasing the Carbon Offset Credits (ii) you are not precluded by law, contract or otherwise from purchasing the Carbon Offset Credits, and (iii) you, either alone or with your professional advisers, are capable of evaluating the merits and risks of a purchase of Carbon Offset Credits;
- (d) that you have been given the opportunity to ask questions of, and receive answers from OAP's with respect to the Carbon Offset Credits and OAP's Terms of Business and have been given the opportunity to obtain such additional information necessary for your or your professional adviser to evaluate the merits and risks of purchasing the Carbon Offset Credits; and

8.2.2 where you are a corporate entity, you represent and warrant for the duration of the Terms of Business that you are duly organised and validly existing under the laws of its respective jurisdiction and you have the power and authority to execute and deliver these Terms of Business and to perform its obligations under it

9. CONFLICTS OF INTEREST

The circumstances of OAP's business and reliance on third parties at various points can occasionally lead to situations where OAP's interests and/or those of its staff conflict with your interests. Equally, your interests may occasionally compete with those of other clients. Where OAP's is aware that it is faced with a situation of competing interests, OAP's will undertake all reasonable steps to protect your interests and ensure your fair treatment.

10. FORCE MAJEURE

10.1 Force Majeure

A party's failure to perform any of its obligations under these Terms of Business due to Force Majeure shall, provided that the affected party notifies the other party in writing within fourteen (14) Business Days of becoming aware of such Force Majeure and the manner and extent to which its obligations are likely to be prevented or delayed by it, have the following consequences:

- 10.1.1 if any delay occurs, the date for performance of the obligation affected shall be postponed for so long as is made necessary by the Force Majeure;
- 10.1.2 the affected party shall not be liable for any loss or damage suffered or incurred by the other party arising from the Force Majeure;
- 10.1.3 each party must use its reasonable endeavours to minimise the effects of any Force Majeure; and
- 10.1.4 if any of a party's obligations under these Terms of Business is postponed by reason of Force Majeure for more than three (3) months, the other party may terminate these Terms of Business.

11. EVENTS OF DEFAULT AND REMEDIES

11.1 The following events are Events of Default on the part of OAP's and you:

- 11.1.1 dissolution, liquidation, insolvency or bankruptcy (voluntary or involuntary);
- 11.1.2 breach of any material term of these Terms of Business; and
- 11.1.3 knowing or negligent provision of information or representations that are materially false or misleading.

11.2 Subject to paragraph 10 (Force Majeure), failing to comply with its obligations in paragraph 4 (*Instructions, Payment and Delivery*) is an Event of Default on the part of OAP's.

11.3 Any failure to make payment in accordance with these Terms of Business is an Event of Default on the part of you.

12. REMEDIES FOR EVENT OF DEFAULT

12.1 Client Remedies for an Event of Default

For all Events of Default on the part of OAP's:

- 12.1.1 the Terms of Business shall automatically terminate with immediate effect; and

12.1.2 if such termination has occurred before delivery to you of the Total Number of Carbon Offset Credits OAP's shall either immediately deliver to you the Total Number of Carbon Offset Credits or return to you the Total Contract Price within five (5) Business Days of the Event of Default.

12.2 OAP's Remedies for an Event of Default

For all Events of Default on your part:

12.2.1 OAP's may immediately terminate the Terms of Business by giving written notice to you in accordance with paragraph 18.1 (*Notices*);

12.2.2 if such termination occurs before Payment is made by you, you must immediately pay the full amount of the Total Contract Price.

13. COMPLAINTS

OAP's has procedures for handling client complaints fairly and promptly. All complaints should be directed in the first instance to Glenn King at Glenn.king@oakmountpartners.co.uk or on +44 (0)207 718 0126. OAP's will endeavour to resolve your complaint as quickly as possible, but in any event, will acknowledge receipt of your letter within five Business Days.

14. TERMINATION

You may terminate this agreement by giving OAP's reasonable notice in writing in accordance with paragraph 18.1 save that you may not use e-mail for this purpose. OAP's may terminate these Terms of Business by giving to you not less than 30 days' notice of such termination. OAP's may terminate these Terms with immediate effect where it believes that your actions have caused, or will or may cause, detriment to any other client.

15. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of these Terms of Business shall not constitute a waiver of them or of the right at any time subsequently to enforce all terms and conditions of these Terms of Business other than that described under termination.

16. DATA PROTECTION

16.1 Your personal information will be handled by OAP's in accordance with the UK Data Protection Act 1998. Such information may be processed for the purposes of carrying out OAP's obligations under these Terms of Business and to comply with legal obligations including those under anti-money laundering legislation. OAP's may disclose such information to third parties where necessary or appropriate in the normal course of business or to enable them to conduct its affairs. This may include

disclosure to third parties such as auditors or agents of OAP's who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements. You agree that OAP's may send its information internationally including to countries outside the European Economic Area. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK.

17. ANTI-MONEY LAUNDERING

You acknowledge that in order to ensure compliance with the Money Laundering Regulations 2007, the Proceeds of Crime Act 2002 and the Joint Money Laundering Steering Group Guidance Notes (as amended from time to time) or any other Applicable Law, OAP's may require verification of identity from you. You agree to provide on demand satisfactory evidence of your identity and do all other acts and such things as may reasonably be required so as to comply with such regulation and laws. You acknowledge that failure to provide the relevant information may result in a rejection of your Application Form.

18. MISCELLANEOUS PROVISIONS

18.1 Notices

18.1.1 Any notice or correspondence under the terms of these Terms of Business shall be in writing, and shall be delivered personally, or via courier, mail, facsimile or e-mail (provided that an e-mail address is given in The Transaction Confirmation), or to the registered office of all parties, or as otherwise agreed between the parties from time to time.

18.1.2 Notices sent personally, via courier and by mail will be deemed to have been received three (3) Business Days after they are sent. Notices sent by e-mail or facsimile will be deemed to have been received when an e-mail read receipt or facsimile confirmation is received by the sender, or as otherwise agreed between the parties from time to time.

18.2 Amendments

18.3 OAP's may amend these Terms of Business and introduce changes to services at any time. Where possible, you will be given at least 30 days' advance notice of any changes which are to your disadvantage. In some cases changes may be introduced immediately where it is reasonably considered that the change is not to your disadvantage and you will be advised within 30 days of such a change

18.4 Applicable Law

These Terms of Business shall be governed by and construed in accordance with the laws of England and Wales and you hereby irrevocably submit for OAP's benefit to the non-exclusive jurisdiction of the courts of England and Wales.

18.5 **Assignment**

You may not assign or transfer its rights or obligations under these Terms of Business to any third party without the prior written consent of OAP's (such consent not to be unreasonably withheld). OAP's may assign all of its rights under these Terms of Business upon notification to you of such assignment within a reasonable time. Any other such purported assignment or transfer without consent as specified herein shall be deemed ineffective and void.

18.6 **Delegation**

OAP's may delegate any of its functions and responsibilities under these Terms of Business to a third party (with or without a power further to sub-delegate), provided that OAP's reasonably considers it capable of discharging those functions and responsibilities.

18.7 **Sale and Purchase Only**

You and OAP's hereby irrevocably acknowledge that the relationship created pursuant to these Terms of Business is one of OAP's and Client on an arm's length basis. For the avoidance of all doubt, the Parties agree (and have relied upon in entering into these Terms of Business) that there are no fiduciary duties owed to one another by virtue of these Terms of Business.

18.8 **Survival of Provisions**

The respective rights and obligations of the Parties contained within paragraphs 7 (*Indemnities and liability*), 10 (*Force Majeure*), 12 (*Remedies for Event of Default*) and 18 (*Miscellaneous Provisions*) of these Terms of Business shall survive any termination under these Terms of Business.

18.9 **Rights of third parties**

A person who is not a party to these Terms of Business shall have no rights to enforce any of its terms.

18.10 **Entire Terms of Business**

Subject to any terms implied by law, these Terms of Business represents the whole and only agreement between the Parties in relation to the sale and purchase of the ERCs and supersedes any previous agreement (whether written or oral) between the Parties in relation to the subject matter of any such document.

18.11 **Severance**

Each provision of these Terms of Business is severable. To the extent that any provision is or becomes invalid, unenforceable or contrary to any applicable law, it will be given no effect and will be deemed not to be included in the Terms of

Business, but without invalidating any of the remaining provisions of the Terms of Business.

**Annex
Transaction Confirmation**

Client's name:	
Payment Date:	
Total Number of Carbon Offset Credits :	
Price Per Carbon Offset Credit :	
Delivery Date:	
Total Contract Price:	
Client's CDM Registry account number:	
Client's Bank Account:	
OAP's Bank Account:	Lloyds Tsb Corporate Canary Wharf London Sort Code 30 – 13 – 54 Account Number 26798060

Oakmount and Partners Limited (OAP)
Application Form for purchase of Carbon Offset Credits and Terms of
Business acknowledgement

Address of Client for notices:	
Telephone number:	
E-mail address:	
Fax number:	
Total Number of Carbon Offset Credits :	
Indicative Price per Carbon Offset Credit:	
Total Consideration:	

Note that your application will only be processed once the total consideration as stated above has been received by OAP's.

1. I/We hereby apply for the number of Carbon Offset Credits as stated above. I/We agree to accept the same on the terms and conditions set out in the OAP's Terms of Business and this Application Form.
2. In consideration of OAP's agreeing to deal with this application, I/We undertake that this application shall be irrevocable and agree that the return by me/us of this Application Form and transfer of the payment referred to above shall thereupon constitute a contract between me/us and OAP's which shall be binding upon receipt by OAP's of this Application Form and such payment. I/We acknowledge that OAP's reserves the right in its absolute discretion to treat any application not strictly complying with the terms and conditions of this Application Form as nevertheless valid.
3. I/We agree to provide on demand satisfactory evidence of identity and do all other acts and such things as may reasonably be required so as to comply with the Money Laundering Regulations 2003, the Proceeds of Crime Act 2002 and the Joint Money Laundering Steering Group Guidance Notes (as amended from time to time) or any other Applicable Law. I/We acknowledge that failure to provide the relevant information may result in a rejection of my Application Form and that acceptance by OAP's of payment for the Carbon Offset Credits in terms of this Application Form will not be in breach of such Applicable Law.
4. This Application Form shall be governed by and construed in accordance with the laws of England. I/We hereby submit to the non-exclusive jurisdiction of the courts of England.

.....
Client Signature

.....
Date

.....

Client Name