

**TERMS AND CONDITIONS OF ENGAGEMENT**

**1. INTERPRETATION**

In these Conditions, the following definitions apply:

"OOS89"	means the legal entity identified in the Engagement Letter as providing the Services.
"Agreement"	means the agreement between OOS89 and the Client for the provision of Services and consisting of the Engagement Letter and these Conditions.
"Asset"	means any property of any member of the Client Group (whether owned, leased, hired, chartered or operated) which is the subject of the Services or on which Services are to be carried out.
"Client"	means the legal entity identified in the Engagement Letter, which has requested OOS89 to provide Services.
"Client Group"	means the Client, the Client's subcontractors, clients and co-venturers (always relating to the Services), and its and their respective Holding Company(ies) including Subsidiaries from time to time, and its and their Representatives.
"Conditions"	means these terms and conditions.
"Consequential Loss"	means (i) any and all consequential or indirect loss under English law and (ii) any or all loss and/or deferral of production, loss of revenue, loss of profit or anticipated profit, loss of use, loss of product, loss of reputation, loss of opportunity, loss of contracts, liquidated damages under other contracts (i.e. not arising from this Agreement), penalties, increased costs of operation or maintenance, whether direct or indirect, whether based on negligence, breach of warranty, breach of contract, strict liability or otherwise and whether or not foreseeable.
"Engagement Letter"	means OOS89's letter describing the Services to be performed and the terms under which the Services are being provided. In the event that OOS89's letter is not used, "Engagement Letter" shall refer to and include the work order, service order or other contractual document, email, fax, letter or other written or verbal communication between the Parties for the provision of services by OOS89.
"Fee" or "Fees"	means the amounts payable by the Client, as set out in the Engagement Letter, as remuneration for the Services provided by OOS89.
"Holding Company"	means a company which (a) holds a majority of the voting rights in another company, or (b) is a member of it and has the right to appoint or remove a majority of its board of directors, or (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it.
"Intellectual Property"	means any invention, patent or application for a patent, design (registered or unregistered), trademark (registered or unregistered), name, copyright, circuit layout, trade secret, know-how, proprietary information, or other right in respect of any information, process, work, material or method.
"Party"	means Client or OOS89 individually as the context requires.
"Parties"	means Client and OOS89 together.
"Representative"	any officer, employee, consultant, freelancer or other agents.
"Services"	means the services or work to be provided or supplied by OOS89 to the Client as set out in the Engagement Letter.
"Standard Chargeout Rates"	means the chargeout rates of OOS89 applicable to the services as promulgated by OOS89 from time to time.
"Subsidiary"	means a company which has a Holding Company.
"Third Party"	shall mean any person, company, firm, organisation or other legal entity which is not a member of either OOS89 or the Client Group.

## **2. BASIS OF CONTRACT**

- 2.1 The Agreement constitutes the entire agreement between the Parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of OOS89 that is not set out in the Agreement.
- 2.2 These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate (including its own terms and conditions) or which are or may be implied by statute, trade, custom, practice or course of dealing.

## **3. PROVISION OF SERVICES BY OOS89**

- 3.1 OOS89 shall use reasonable care, diligence and skill in performing the Services.
- 3.2 OOS89 shall use reasonable endeavours to meet any performance dates that may be specified, but any such dates shall be treated as estimates only.
- 3.3 OOS89 has the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements or which do not materially affect the nature or quality of the Services being provided.
- 3.4 The Services are provided by OOS89 exclusively to the Client. Unless otherwise agreed in the Agreement, OOS89 shall have no liability or responsibility to any party other than the Client in connection with the provision of the Services, and the Client shall indemnify and hold OOS89 harmless from any claims from any party other than the Client.
- 3.5 Where Services are to be provided or performed by OOS89 in a foreign jurisdiction (i.e. other than the country in which OOS89 is registered) or are related to property found in such jurisdictions, the Client shall obtain any and all necessary governmental and regulatory consents and approvals required to enable OOS89 to provide or perform the Services. OOS89 shall be under no obligation to provide any Services until such time as the Client has obtained all necessary consents and approvals and OOS89 shall be compensated at the relevant rates for all standby time waiting for Client to obtain the relevant consents and approvals.
- 3.6 OOS89 will not be liable or responsible for any delay or other consequences resulting from:  
i.) any failure by the Client to perform its obligations pursuant to the Agreement in respect of the performance of Services (including, but not limited to delaying commencement of the Services or failing to provide full, complete and accurate information, any materials or facilities required in connection with the performance of the Services) or ii.) any third parties' acts or omissions, or the acts or omissions of the Client's respective employees, affiliates agents or subcontractors.
- 3.6 In the performance of the Services OOS89 shall not be required to, or cause any other member of OOS89 to, contravene or breach any sanction, prohibition, regulation or law imposed by any national, supranational or international government organisation or body.

## **4. CLIENT'S OBLIGATIONS**

- 4.1 The Client shall:
- (a) provide OOS89 with complete and accurate information and materials as OOS89 may reasonably require and in sufficient time to enable OOS89 to provide or perform the Services in an efficient and effective manner.
  - (b) co-operate with OOS89 in all matters relating to the provision or performance of the Services; and
  - (c) provide OOS89 with safe access to the Client's premises, office accommodation, Assets, installations, and other facilities as may reasonably be required in the performance of the Services.
- 4.2 If the Client becomes aware of any claim or circumstances which might involve litigation or arbitration concerned or connected with the subject matter of the Agreement, the Client shall inform OOS89 immediately.
- 4.3 The Client shall indemnify OOS89 for any loss, liability, cost or expense arising directly or indirectly by reason of a default or failure on the part of the Client in fulfilling its obligations under this Agreement.

## **5. FEES**

- 5.1 The Client shall pay to OOS89, as consideration for the Services, the Fees due by the Client to OOS89 as calculated in accordance with the terms set out in the Engagement Letter.
- 5.2 Unless otherwise agreed in the Engagement Letter, OOS89 is entitled to charge the Client for any expenses reasonably incurred in the performance of the Services including but not limited to travelling expenses, accommodation costs and any other reasonable incidental expenses on a cost plus 10% basis.

- 5.3 Should OOS89 be required to provide services in addition to those specified in the Contract, the Client shall pay for such additional services in accordance with OOS89's Standard Chargeout Rates or such other rates or fees as may be expressly agreed between the Parties. Without prejudice to the foregoing, so far as is reasonably possible any additional services and fees shall be agreed in writing in advance of such additional services being carried out.
- 5.4 Unless otherwise stated in the Agreement, OOS89 shall invoice the Fee to the Client on a two-weekly basis. The Client shall pay the amounts invoiced without deduction or set-off within 14 days from the date of the invoice. Time for payment is of the essence.
- 5.5 Fees and other sums charged by OOS89 are exclusive of any applicable value added tax (VAT), goods and services tax (GST), or similar applicable sales taxes (together, "Sales Tax"). Where amounts due under this Agreement are subject to Sales Tax the Client shall, on receipt of a valid tax invoice, pay to OOS89 such additional amounts in respect of Sales Tax as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 The Client is responsible for the payment of all other taxes (excluding any taxes on profits or corporation tax chargeable on the Fees received by OOS89), including but not limited to withholding taxes, service taxes, duties and other fiscal charges which may be levied or become due in respect of the Fees or other amounts due under the Agreement.
- 5.7 The Client shall pay all amounts due under the Agreement in full without any deduction or withholding. The Client is not entitled to assert any credit, set-off or counterclaim against OOS89 in order to justify withholding payment of any amount due in whole or in part. However, should any amounts be required by law to be deducted or withheld from any amount due under this Agreement, the Client shall pay to OOS89 an amount such that the net amount received by OOS89 would be the same as if no such withholding or deduction had taken place.
- 5.8 Any failure by the Client to make payment in full by the due date shall entitle OOS89, without prejudice to any right which OOS89 may have pursuant to any statutory provision in force from time to time, to charge interest on the overdue amount at the rate of ESTR plus six per cent (6%) per annum accruing on a daily basis from the due date until the date of payment.
- 5.9 Any failure on the part of the Client to make payment of an invoice shall entitle OOS89, without prejudice to any other rights it may have, to suspend the performance of the Services until such time as payment has been made in full including the payment of any interest due.
- 5.10 If any portion of an invoice is genuinely disputed by the Client, the Client shall notify OOS89 immediately upon receipt of the invoice, giving full reasons as to why and what portion of the invoice is disputed, and nevertheless pay the undisputed part within the time specified in clause 5.4. The parties shall endeavour to resolve the disputed portion without delay.
- 5.11 Without prejudice to any rights of recovery which OOS89 might have against a third party, OOS89 shall treat the Client as the person responsible for paying for the Services. Therefore, OOS89 shall not need to be concerned as to whether the Client considers itself to be principal or acting as agent only, nor shall OOS89 need to concern itself as to whether the Client is, or is not, paid by a third party.

## 6. AMENDMENT AND VARIATION

- 6.1 If the Client wishes to make any variations to the Services, it must notify OOS89 in writing as soon as possible. OOS89 shall endeavour to make any required changes and any additional costs thereby incurred shall be payable by the Client in accordance with the payment terms herein. Except as otherwise provided any amendment or variation to the Agreement, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by OOS89.
- 6.2 Notwithstanding any prior agreement between the Parties as to a fixed Fee, OOS89 may make the necessary adjustments to the Fee should it become aware of the inaccuracy or inaccuracy of any information provided to it by the Client or if the assumptions contained in the Engagement Letter are incorrect.
- 6.3 In the event that it becomes necessary for OOS89 to amend or vary the arrangements relating to the provision and performance of the Services due to circumstances outside its control, OOS89 shall notify the Client as soon as reasonably practicable. OOS89 shall endeavour to keep any amendments or variations to a minimum and shall endeavour to offer the Client alternatives which are as close to the original arrangements as can be reasonably expected under the circumstances.

## 7. INDEMNITIES

- 7.1 OOS89 shall be responsible for and shall save, indemnify, defend and hold harmless the Client Group and any member of it from and against all claims, losses, damages, costs, expenses and liabilities in respect of:
- (a) loss or damage to property of any member of OOS89 whether owned, hired, leased or otherwise provided by a member of OOS89 arising or which may arise from, relate to or in connection with the performance or non-performance of the Agreement;
  - (b) personal injury including death or disease to any member of OOS89 arising or which may arise from, relate to or in connection with the performance or non-performance of the Agreement;
  - (c) any Consequential Loss which may be incurred by a member of OOS89; and

- (d) any personal injury including death or disease to, or loss or damage to property of, any Third Party to the extent such personal injury or loss or damage is caused or contributed to by the negligence or breach of duty (whether statutory or otherwise) of any member of OOS89.

7.2 The Client shall be responsible for and shall save, indemnify, defend and hold harmless OOS89 and any member of it from and against all claims, losses, damages, costs, expenses and liabilities in respect of:

- (a) loss or damage to property of any member of the Client Group whether owned, hired, leased or otherwise provided by a member of the Client Group, arising or which may arise from, relate to or in connection with the performance or non-performance of the Agreement;
- (b) Any incident of pollution or contamination, and the control and removal thereto, arising or which may arise from, relate to or is in connection with the performance or non-performance of the Agreement and caused by any member of the Client Group or emanating from any property of the Client Group;
- (c) the reliance and use by any entity other than Client of any information or reports provided by OOS89 to the Client;
- (d) personal injury including death or disease to any member of the Client Group arising or which may arise from, relate to or in connection with the performance or non-performance of the Agreement;
- (e) any Consequential Loss which may be incurred by a member of the Client Group.; and
- (f) any personal injury including death or disease to, or loss or damage to property of, any Third Party to the extent such personal injury or loss or damage is cause or contributed to by the negligence or breach of duty (whether statutory or otherwise) of any member of the Client Group

7.3 The exclusions and indemnities provided for in Clauses 7.1 (a)-(c) and 7.2 (a)-(e) above shall apply irrespective of the cause and regardless of whether it was due to the breach of contract, breach of warranty or the negligence or breach of duty (statutory or otherwise) of the indemnified party or any other party. The exclusions and indemnities shall apply regardless of any contractual, tortious or other claim under law.

7.4 Any claims by the Client against any member of OOS89 related to this Agreement shall be deemed to be waived and absolutely time barred if i) they are notified to OOS89 after the expiry of 12 months from the completion of the Services or; ii) if they have been notified to OOS89 within those twelve months, and Client has not commenced legal proceedings against OOS89 within six months of the claims having arisen.

7.5 OOS89 gives no warranty, express or implied, as to the fitness for purpose or suitability of the Services or results and the Client waives any terms, conditions or warranties otherwise incorporated or implied by law to the fullest extent permitted by law.

## 8. LIMITATION OF LIABILITY

8.1 In the event that the Services involve the survey of an Asset, product or article containing latent defects which were not apparent at the time of the survey or could not reasonably have been expected to have been discovered by such survey (either by reason of lack of access, limited availability of time or otherwise), then OOS89 shall have no liability for failing to discover or take into account those defects.

8.2 Save as provided for in Clause 7.1, OOS89 maximum aggregate liability to the Client in respect of any and all liability of whatever nature and howsoever arising, whether contractual, tortious (including negligence), breach of statutory duty or otherwise, shall in no circumstances whatsoever exceed the total amount of the Fees charged by OOS89 for the performance of its Services or the fixed sum of US\$450,000 whichever amount shall be the lower ("Liability Limit"). The Client shall save, indemnify, defend and hold harmless OOS89 and each member of it from and against all claims by any member of the Client Group which exceeds the Liability Limit.

8.3 No Representative of any member of OOS89 shall bear any personal legal liability to the Client whether contractual, tortious (including negligence), breach of statutory duty or otherwise.

8.4 In the event that OOS89 is held liable to the Client under the Agreement and a Third Party is also held liable in respect of the same claim, OOS89 shall only bear liability to the extent that such loss is attributable to any member of OOS89. The Client's failure or inability to recover its loss from the Third Party shall not increase OOS89's liability hereunder.

## 9. PREPARATION OF SITE

9.1 In the event that the Services to be supplied by OOS89 to the Client include physical work to be carried out on premises or locations owned by the Client or under its access or control (the "Site"), any costs or expenses incurred in relation to the preparation of the Site shall be the responsibility of the Client.

9.2 The Client shall be deemed to have legal and operational control over the Site for the duration that the work is to be carried out by OOS89. OOS89 shall not have or be deemed to have any legal or operational control over the Site and any member of OOS89 who may be present at the Site shall be there only in an advisory capacity. Should the presence of OOS89's

Representatives be required on-board any Asset, legal and operational control over the Asset shall be deemed to be held by the Client at all times.

- 9.3 The Client shall make all arrangements and take all security measures to ensure that the Site is safe. The Client shall also carry out all required safety briefings and shall ensure that it is in compliance with all safety regulations, whether legal, statutory or otherwise.
- 9.4 In the event that the scope of the Services calls for any rig movement or towmaster or mooring master activity to be carried out, this shall be deemed to have ended upon the final positioning or berthing of the Asset at the place specified in the Engagement Letter, unless otherwise expressly agreed in writing between the Parties. Any pre-loading operations shall be performed exclusively by the Client, owner or operator of the Asset, as the case may be.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1 All Intellectual Property rights in or arising out of or in connection with the Services shall be owned by OOS89 and, subject to Clause 10.3, no right to, interest in or licence to any Intellectual Property rights owned by OOS89 shall be granted to the Client.
- 10.2 Intellectual Property rights that are the property of each Party prior to the date of this Agreement or developed outside the scope of this Agreement shall remain the sole property of that Party.
- 10.3 For any Intellectual Property rights created in the course of the provision or performance of the Services that are the property of OOS89, OOS89 grants to the Client a non-exclusive and non-transferable royalty-free licence to use said Intellectual property rights to avail themselves of the Services or the results thereof, provided that any Fees invoiced by OOS89 have been paid by the Client in full.

## **11. INSURANCE**

- 11.1 Both Parties shall each maintain adequate and appropriate insurance cover for the liabilities arising out of or in connection with this Agreement. Any rights of subrogation which may be exercised by the Parties' respective underwriters shall be waived to the extent of any indemnities granted pursuant to Clause 7 of this Agreement.

## **12. CONFIDENTIALITY**

- 12.1 Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, business secrets, initiatives and any information concerning the other Party's business which are of a confidential nature ("Confidential Information") and have been disclosed to them by the other Party or member of the other Party's Group,
- 12.2 Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under the Agreement unless express permission has been obtained or where required to do so by reason of any legal or statutory purpose or by order of a court of law.
- 12.3 Both parties shall restrict disclosure of Confidential Information to such of its representatives, employees, agents, consultants and subcontractors as need to know it for the purpose of discharging the Party's obligations under the Agreement, and shall ensure that such representatives, employees, agents, consultants and subcontractors are subject to obligations of confidentiality corresponding to those which bind the Party receiving the confidential information.
- 12.4 This Clause shall survive termination of the Agreement and each Party undertakes that it shall not for a period of three (3) years after termination of the Agreement, disclose to any person any confidential information pertaining to the other Party except as permitted under Clause 12.2.

## **13. TERMINATION**

- 13.1 Without in any way limiting its other rights and remedies, either Party may terminate the Agreement upon giving written notice to the other Party if:
- (a) the other Party commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy the breach within (30) days of being notified to do so in writing by the other Party;
  - (b) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts in accordance with applicable law or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, in accordance with applicable law;
  - (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies;

- (d) the other Party (being an individual) is the subject of a bankruptcy petition or order;
  - (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party;
  - (f) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
  - (g) the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - (h) any event occurs or proceeding is taken with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.1(a) to (g).
- 13.2 OOS89 shall be entitled to terminate the Agreement should any circumstances arise which are beyond the reasonable control of OOS89, and which necessitate the termination of this Agreement.
- 13.3 OOS89 shall be entitled to terminate the Agreement, by giving 14 days written notice of intention, if the Client does not provide the necessary technical data / drawings / other information needed to be able carry out the Services or, with reference to Clause 5.3, if the Client does not issue further/additional written instructions in respect of other services requested that have not been identified within the original Agreement.
- 13.4 OOS89 shall be entitled to terminate the Agreement if the Client becomes involved or is likely to become involved in giving any evidence in any litigation or arbitration proceedings affecting the subject matter of the Services or any matter connected or arising from the Agreement which would result in a conflict of interest between OOS89 and the Client.
- 13.5 Without limiting its other rights or remedies, OOS89 may terminate the Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount when due under the Agreement within 30 days of receipt of the relevant invoice.
- 13.6 On termination of the Agreement for any reason:
- (a) The Client shall immediately pay to OOS89 all of OOS89's outstanding unpaid invoices and interest thereon if due and, in respect of Services supplied up to the date of termination but for which no invoice has been submitted, OOS89 shall submit an invoice which shall be payable by the Client immediately on receipt together with any additional reasonable costs incurred by OOS89 as a result of the early termination;
  - (b) OOS89 shall be entitled to retain any advance payment or deposit made by the Client in respect of the Fees for Services performed up to the time of termination;
  - (c) the accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry of the Agreement; and
  - (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

#### **14. SUSPENSION OF AGREEMENT**

- 14.1 If the provision of Services by OOS89 is prevented or delayed by any act, omission or failure by the Client in the performance of its obligations under the Agreement, OOS89 shall be entitled to suspend or delay performance of the Services until such time as the act, omission or failure by the Client has been remedied to the satisfaction of OOS89.
- 14.2 Should the Agreement be suspended due to any breach on the part of the Client, or for any other reason attributable to the Client, the Client shall reimburse OOS89 for the following:
- (a) any and all costs and expenses incurred by OOS89 in dismissing (and re-hiring) if necessary any employees hired specifically for the purpose of this Agreement;
  - (b) any and all costs and expenses incurred by sub-contractors under any subcontract entered into in furtherance of this Agreement; and
  - (c) any and all other costs and expenses incurred by OOS89 in respect of the period of suspension.
- 14.3 OOS89 shall have the right (but shall not be obliged) to give notice of termination of the Agreement in the event any such period of suspension continues for a period of more than 7 days.

#### **15. FORCE MAJEURE**

- 15.1 For the purpose of the Agreement, a "Force Majeure Event" means an event beyond the reasonable control of the affected Party that prevents the performance of any of the affected Party's obligations under the Agreement, and includes but is

not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of either Party or otherwise), act of God, war, riot, civil commotion, epidemics, pandemics and their control measures, malicious damage, any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other weather events (regardless of severity) default of suppliers or subcontractors. Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event. If the Force Majeure Event continues for a period of 14 days or more, either Party shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the other Party.

- 15.2 In the event that OOS89's Representatives are delayed in or unable to mobilise or demobilise from any premises where Services are to be performed and are unable to return to their usual place of work as a result of a Force Majeure Event, the Client shall pay OOS89 the applicable rates for such personnel during this period of standby until they are able to recommence the services or return to their usual place of work (after any applicable quarantine periods).

## **16. GENERAL**

### **16.1 Assignment and sub-contracting**

Neither Party shall assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. OOS89 shall be entitled to subcontract its obligations under the Agreement to a reputable sub-contractor and where possible, shall notify the Client prior to the appointment.

### **16.2 Notices**

Any notices required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand, sent by recorded delivery or by electronic communication (email) to the addresses specified by the Parties in the Agreement. Such notices shall be deemed to have been duly received i) if delivered by hand, at the time of delivery; ii) if sent by recorded delivery, at the time and date recorded on the delivery receipt; or iii) if sent by electronic communication (email), at the time when the electronic communication reaches the electronic address designated by the addressee.

### **16.3 Waiver**

A waiver of any rights under the Agreement by either Party shall only apply to the specific matter of which it is the subject and shall only be effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default on the part of the other Party. No failure or delay in exercising any rights or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### **16.4 Severance**

If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

### **16.5 Third Parties**

The Parties intend that no provision of the Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 1999 (or any other applicable legislation having the same effect) confer any right or benefit on, nor be enforceable by, any person who is not a party to the Agreement.

## **17. GOVERNING LAW AND JURISDICTION**

- 17.1 The Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law and any and all such disputes shall be referred to the exclusive jurisdiction of the Courts of England and Wales.
- 17.2 Notwithstanding Clause 17.1, OOS89 reserves the right at its sole discretion to commence legal proceedings against the Client in any other court of competent jurisdiction, and the commencement of such legal proceedings in one or more jurisdictions precludes the commencement of legal proceedings by the Client in any other jurisdiction, whether concurrently or not.
- 17.3 The Client shall not commence any legal proceedings in relation to any matter arising out of or in connection with the Agreement in any jurisdiction other than the Courts of England and Wales.

Dated: November 2021