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1. Rouse

Rouse is the business name of the international IP services business carried on by the Rouse Network.

2. Defined Terms

Client Care Letter refers to any email or other communication sent to you by a Network Entity about individual matters which confirms your instructions and sets out any details of how a Network Entity will handle the matters.

Fee Earner means a lawyer, trade mark attorney, patent attorney, trainee, paralegal or other specialist of the Network Entity working on your matters including those who may be seconded from one Network Entity to another.

Global Client Manager means the Principal who has overall responsibility for all services provided to you by the Rouse Network. The Global Client Manager and the Matter Principal may be the same person.

Matter Principal means the Principal working in a Network Entity who is responsible for the matters you have instructed which are handled by that Network Entity.

Network Entity means a business, company, firm or partnership which is part of the Rouse Network (collectively referred to as Network Entities), each of which is a separate legal entity, some of which are independently owned and managed, some of which are (and some of which are not) subject to professional regulation in the jurisdictions in which they operate, some of which trade as 'Rouse' and others which trade under their own names. The Network Entities may change from time to time. For the current details, please contact your Matter Principal or Global Client Manager. These

are the current Network Entities:

- Cambodia
  - Rouse & Co (Cambodia) Co Ltd
- China
  - Rouse Consultancy (Shanghai) Limited
  - Beijing Lusheng Law Firm
  - Beijing Lusheng Law Firm (Shanghai Branch)
  - Beijing Lusheng Law Firm (Guangzhou Branch)
- Hong Kong SAR, China
  - Rouse & Co. International (Overseas) Limited
- Indonesia
  - PT Rouse Consulting International
  - Suryomurcito & Co.
- Myanmar
  - Rouse Myanmar Company Limited
- Philippines
  - Baranda & Associates
- South Africa
  - Rouse Africa (Pty) Ltd
  - Steyn W Attorneys Inc.
- Thailand
  - Rouse & Co. International (Thailand) Limited
- United Arab Emirates
  - Rouse & Co. International (Overseas) Limited (Dubai Branch)
  - Rouse & Co. International Limited (Dubai Branch)
- United Kingdom
  - Rouse International Limited
  - Rouse & Co. International Limited
  - Rouse & Co. International (UK) Limited
- Vietnam
  - Rouse Legal Vietnam LLC
  - Sao Bac Dau Industrial Property Company Limited

Principal means a person working in a Network Entity with a status equivalent to a partner and authorised to use that title.

RCIO means Rouse & Co. International (Overseas) Limited, a company incorporated in Hong Kong SAR, China.

Rouse Network means any or all of the Network Entities.

The terms **we**, **us**, **our** and **ours** refer to the Rouse Network.

The terms **you**, **your**, and **yours** refer to the legal person instructing us.

3. Contractual Relationship

3.1 Your agreement is with RCIO for all work undertaken for you by the Rouse Network.

3.2 The Rouse Network seeks to work seamlessly and collaboratively. When you instruct RCIO you agree that RCIO may undertake your work or may delegate or assign your work to one or more of

the Network Entities.

3.3 RCIO will ensure that the correct Network Entity undertakes your work for you.

3.4 When you communicate with a Network Entity directly on matters covered by these Terms of Business, your agreement remains with RCIO and the Network Entity is acting as agent for RCIO in accepting your instructions.

3.5 You will be invoiced by RCIO for all work undertaken by the Rouse Network and we ask for payment of our invoices to our central collecting bank accounts in London.

4. Terms of Business

4.1 These Terms of Business supersede any previous Terms of Business.

4.2 RCIO will inform you of any updates to these Terms of Business. If a provision in a Client Care Letter conflicts with these Terms of Business, the provisions in these Terms of Business apply unless expressly excluded. Any variations of these Terms of Business are only effective if approved in writing by your Global Client Manager.

4.3 These Terms of Business (with any agreed variations) along with any relevant Client Care Letter are the entire agreement between us in relation to each matter on which you instruct us.

4.4 Your instructions to us on a matter shall be taken as confirming your acceptance of the latest version of our Terms of Business notified to you at the time you instruct us.

4.5 You agree that these Terms of Business apply to any of your holding, subsidiary or associated companies for whom we may act (excluding situations where they are only paying invoices on your matters) whether we receive instructions directly or through you.

4.6 If we transfer all or any part of our business to another entity or entities or merge all or any part of our business with another entity or entities, our agreement with you will not end by reason of the transfer or merger.

4.7 No third party has the right to enforce any terms of the Terms of Business under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

5. Global Client Manager, Matter Principal and Fee Earners

5.1 We will assign a Global Client Manager to the work the Rouse Network conducts for you.

5.2 Each Network Entity will assign a Matter Principal to the work they conduct for you.

5.3 Your Global Client Manager and any Matter Principals will be supported by a team of Fee Earners and other staff.

5.4 Each Network Entity will endeavour to let you know the names and contact details of the key Fee Earners working on your matters. Each Network Entity will try to ensure consistency in the teams working on your matters. However, as this is not always possible each Network Entity will try to minimise the disruption of changes to the teams working on your matters.

6. Services

6.1 We will comply with your instructions even where these are contrary to the recommendations given to you, unless we believe it is improper or unethical to do so or inconsistent with maintaining a proper working relationship.

6.2 When you instruct us on a matter you authorise us to take all necessary steps we believe are appropriate to protect and preserve your interests and rights within the scope of those instructions. You authorise us to incur reasonable expenses on your behalf and complete and sign on your behalf such forms and other documents as are necessary or desirable to carry out these instructions. This includes occasions where we or third parties instructed on your behalf have to take urgent action thought to be in your best interests without prior notification to you.

6.3 The services and advice provided by us relate only to the specific matters on which the advice is given. You may not rely on such advice in any other matter nor disclose it to a third party without our written consent. We do not accept any liability or responsibility for any consequences arising from reliance upon our advice by any party other than you.

6.4 Your retainer is specific to the matters on which you instruct us and is not a general retainer.

6.5 Any advice is given to you on the basis of the law at the date of the advice. You agree that we are not required to update any advice to take into account changes in the law after the date of the advice.

6.6 As part of carrying out your instructions, it may be necessary for us to instruct third parties (e.g. lawyers, patent attorneys or trade mark attorneys) to act on your behalf. We may either instruct such third parties directly on your behalf or require you to sign a power of attorney or similar appointment to engage such third party directly.

6.7 We select the third parties we work with for the quality and value of their work. We do not select any third party purely because they provide us with preferable terms, and no third party provides us with financial reward to use them as a supplier. Some of the third parties we work with provide us with favourable rates due to the volume of work we provide them; in such cases, these favourable rates are passed on to our clients.

6.8 If you would prefer to use a particular third party to assist us in providing services to you or would like to change your third party supplier at any point, please let us know, and we will try to accommodate this.

6.9 While we will endeavour to select third parties whose performance and expertise we regard as being of good quality, where a third party is appointed on your behalf you agree that we will not (as far as permissible by law) be liable to you for any losses, liabilities, damages, costs or expenses arising as a result of any default, negligence, acts or omissions of that third party.

6.10 Our duty is only to the client entity which instructs us. We do not represent or owe a duty to any of your holding, subsidiary or associated companies, affiliates, officers, directors or employees, each of whom unless otherwise agreed in writing by us will be deemed to have separate interests from you with respect to each retainer including where any of them pay or agree to pay our invoices on your behalf.

6.11 We may use databases to hold information relating to your intellectual property rights or details of your matters and may provide you with access to such databases. You agree that we are not liable to you for any errors, omissions, delays in updates or their consequences. You agree that you will not rely on the information in any of the databases unless you have asked us to verify the data in

the records. If we provide you with access to any databases you will ensure that any passwords or other security protocols are kept secure and that access is limited to those authorised by us to access those databases. You will notify us if you become aware of any unauthorised access, copying, reproduction, modification or distribution of the information in these databases and fully co-operate with us to remedy the issue as soon as reasonably practicable. We reserve the right to amend, extend or withdraw without notice any part or all of this service.

6.12 You will:

6.12.1 designate one or more people to provide instructions and with authority to receive our requests and inquiries;

6.12.2 provide accurate and complete information about the work you ask us to do, in good time to enable us to carry out the work taking into account the different time zones as may be appropriate, and let us know promptly of any significant changes to that information or to your circumstances generally;

6.12.3 promptly provide us with any changes to your contact details and any change of name or ownership of your intellectual property rights;

6.12.4 safeguard documents which are likely to be required and provide promptly all relevant information and documents that we request;

6.12.5 respond in good time; and

6.12.6 not without our consent use our name or the fact of your engagement of us or the Rouse Network in any form of advertising or solicitation of business.

6.13 You agree that we are not liable for any losses which may arise if you do not provide accurate and complete instructions (including change in contact details and change in ownership of your intellectual property rights) early enough to enable us to act within official time limits imposed by legislation, Trade Mark and Patent offices, Courts or Tribunals. You agree that you are responsible for any additional costs incurred as a result.

7. Our Charges and Disbursements

7.1 We charge on the basis of any of: fixed fees, project fees, fees subject to a limit, percentage fees based on the value of the transaction, retainer fees and fees calculated by reference to hourly rates.

7.2 We review hourly charging rates and fixed fees each year with changes taking place with effect from 1 January or 1 July. We may also change hourly rates or fixed fees at other times during the year due to other events such as promotions, changes in local procedures, currency fluctuations or other changes.

7.3 Unless clearly expressed as a fixed fee, any fee provided to you is an estimate which is a guide to assist you in budgeting and is not a binding quotation or a cap. The Fee Earners working on your matters will endeavour to discuss with you any departure from an estimate as soon as possible.

7.4 All fees, hourly rates, and estimates are exclusive of tax unless expressly indicated otherwise. Tax must therefore be added unless expressly included.

7.5 If a matter does not proceed to completion or have an outcome desired by you, our fees together with disbursements and tax will still be payable.

7.6 We will charge you for disbursements which include payments made or incurred by Network Entities on your behalf with tax added where applicable. Examples of disbursements are: court fees, agents' fees, Patent and Trade Mark offices' fees, fees of search agencies, investigators, translators,

watching service and other specialist providers, bank charges, courier and postage costs, photocopying and travel charges.

7.7 Where our fees are paid subject to any deduction or withholding in respect of tax in other jurisdictions, we reserve the right to charge you an additional amount which will leave us with the same amount we would have received in the absence of such deduction or withholding.

7.8 You agree that we may recover from you any bank charges and exchange rate losses we incur where we enter into any foreign currency commitments on your behalf, where foreign currency transactions take place in relation to your matters or where you pay our invoices in a currency different to that of the invoice.

8. Money on Account, Payment Terms, Invoices and Interest

8.1 We may request money from you on account of our fees and disbursements. The total of the fees and disbursements may be more than the payments on account requested from you. Money on account will be held by us until used for disbursements or until delivery of an invoice. If the matter is ongoing, we may ask you for further sums on account. We reserve the right to decline to act further if you do not pay promptly any request for money on account.

8.2 We invoice monthly and require settlement within 30 days of the invoice date unless otherwise agreed in writing.

8.3 We may take any payment due to us from any money held on your behalf. You are required to pay any balance within 30 days of the invoice date unless otherwise agreed in writing. We do not accept payment of our invoices in cash.

8.4 If arrangements are made for a third party to pay our invoices to you, or a Court orders a third party to pay any part of our invoices to you, you remain liable to pay all unpaid charges that such third party (including where it is your holding, subsidiary or associated company) fails to pay by the due date.

8.5 Where you instruct us to do work for a subsidiary, associated, or affiliated company or a client you represent, you agree to be responsible for the unpaid amount in accordance with these terms notwithstanding that an invoice may be issued to your subsidiary, associated company or client or that subsidiary, associated company or client has been issued separate terms of business.

8.6 Where we accept instructions to provide services to more than one client jointly, you agree that each client will, unless otherwise agreed by us, be jointly and severally liable for our invoices.

8.7 We are not liable to repay any money that we hold for you in an account which is lost as a result of a failure of a bank.

8.8 If an invoice is not paid in full within 30 days of the date of invoice or within the period agreed between us in writing, without prejudice to any other rights or remedies we may have:

- 8.8.1 You agree we may charge interest for late payment;
- 8.8.2 You agree we may suspend or terminate the provision of all or any services (and instruct third parties engaged by us to do likewise);
- 8.8.3 You give your irrevocable consent to us being entitled to apply to a court, tribunal or registry to come off the record as your legal representative or agent;
- 8.8.4 You agree we may without notice to you apply any money held on your behalf towards paying any sums owed by you;

8.8.5 You agree we may amend any agreed payment terms including credit terms and discounts.

8.9 If you are dissatisfied with any invoices you receive, you should contact the Matter Principal immediately. If you have not raised any questions regarding an invoice within 30 days of the date of the invoice, you agree that we may proceed on the basis that the debt is acknowledged without any right of set-off against monies owed by us to you.

9. Anti-money Laundering and Bribery

9.1 You agree to provide us with information to verify your identity. We will not accept your instructions unless we can properly identify you. We take our anti-money laundering obligations seriously. If we do not receive sufficient evidence to identify you within a reasonable time from our request, we may stop acting for you. If that happens, you agree to settle our charges for all work done until we stop acting.

9.2 We do not accept payments from any source other than you unless the identity of the source has been verified to our satisfaction. This includes your holding, subsidiary and associated companies. If a payment is made by a source whose identity we are unable to verify, you remain responsible for the payment of our invoices and the discharge of any other liabilities which the funds were intended to meet.

9.3 We may be required by law to disclose suspicions of money laundering to relevant authorities without informing you that we have made or are contemplating making such disclosure and, pending consent to proceed from the authorities, we may be unable to take any further action on your behalf or may be required to cease acting for you.

9.4 We have a zero-tolerance policy towards bribery. In accordance with the UK Bribery Act, we have in place bribery prevention procedures, controls and sanctions and undertake regular reviews of persons who perform or will perform services for or on behalf of us or our clients in order to mitigate the risk of bribery.

9.5 You agree that we are not liable for any loss flowing directly or indirectly from compliance with duties (or duties as we understand them) in respect of the matters outlined in this clause.

10. Intellectual Property

You agree that we retain copyright and all other intellectual property rights in the work product produced in providing services to you. In consideration of your payment of our fees for the services provided, we grant you a non-exclusive license to use the documents and other works for the purposes for which they were produced for you. The licence does not allow you to give the work product to third parties to use for their benefit without our written agreement.

11. Conflicts and Confidentiality

11.1 We are generally free to act for any client on any matter.

11.2 We conduct new client take on procedures before accepting instructions from a new client. We conduct new matter procedures before accepting instructions on a new matter for an existing client. Our acceptance of instructions on any matter is subject to us completing those procedures.

11.3 To preserve your rights where the issue is urgent and where not to act would cause irreparable

harm, a Network Entity may take action on your behalf before we complete our new client or new matter procedures. If we take action in these circumstances we may not be able to continue to act. You agree to pay our fees and any disbursements (including tax) for any action we take in these circumstances.

11.4 If a conflict or a significant risk of conflict between your interests, whether generally or in the subject matter, and our own interests arises, we may cease acting for you generally or on that matter. You agree to pay all our fees and disbursements (including tax) up to the date we cease to act.

11.5 If a conflict or a significant risk of conflict between your interests in the subject matter in the jurisdiction and those of another client in the subject matter in the jurisdiction arises, we may cease acting for you on that matter. You agree to pay all our fees and disbursements (including tax) up to the date we cease to act.

11.6 You agree that our representation of you does not prevent us from acting for other clients who operate in your industry and may be in competition with you.

11.7 You agree that we are not prevented from acting adversely to you in relation to matters on which you do not instruct us.

11.8 We will keep your information confidential (unless it is already in the public domain). We will not pass on to you any confidential information received from another client and will not pass on to another client any confidential information received from you.

11.9 We will not disclose to you or another client or another potential client any information received by us for the purpose of establishing whether there may be a conflict of interest in accepting instructions from you or another client or potential client.

11.10 Our obligation of confidentiality does not prevent us from disclosing information where we are required to make a disclosure under applicable law, regulation or a Court Order or where the information is within the public domain.

11.11 You agree that when working for you we may outsource work to specialist service providers to ensure a cost effective service to you and that may include the transfer of your confidential information.

11.12 In the event that a claim is made against us by a third party arising from or in connection with a matter in which we have been acting on your behalf, you agree that we may in evidence or for the purpose of seeking legal or other advice, disclose your information, documents, details of your instructions and advice provided.

11.13 Should we receive requests either directly from you, or from your accountants or auditors for confirmation whether we are instructed on your behalf, we shall address our response directly to you for onward transmission. Our audit enquiry policy is to answer specific questions about cases on which we are instructed rather than general non-specific enquiries.

11.14 You agree that we may provide any information to our insurers, other advisers or regulators of a matter or matters on which we are acting or have acted for you.

11.15 You agree that we may share information on your matters within the Rouse Network.

11.16 Each Network Entity will apply our policy on conflicts and confidentiality unless they are subject to

local regulation which sets more onerous/more restrictive requirements. Where a Network Entity is subject to local regulation which sets more onerous/more restrictive requirements they will be subject to those more onerous/more restrictive requirements but the other Network Entities in the Rouse Network will be subject to this policy.

12. Communications

We prefer to speak to you but the efficient management of matters generally relies on use of emails and other electronic means of communication. Any transmission of information cannot be guaranteed to be secure or error free and could be intercepted, corrupted, lost, destroyed, delayed, arrive incomplete or late or otherwise be adversely affected or unsafe to use. We accept no responsibility for any error, loss or claim which arises as a result of any failure of security or confidentiality, corruption (whether direct or indirect) or failure of transmission or receipt of data or information transmitted by any means.

13. Documents and Samples

13.1 We will keep copies of all correspondence and documents whether hard copy or electronic for at least six (6) years from the date of the final bill on the matter. After that we may destroy them without further reference to you.

13.2 We will return to you all samples of products and other property that we hold on your behalf at the completion of the case unless agreed otherwise. If we hold samples or other property for you we will charge you for their storage. If you ask us to organise destruction of samples or other property we will charge you for our fees and any other costs of destruction.

13.3 If you ask us to retrieve correspondence, documents, or samples we reserve the right to charge for the cost of retrieval and transfer to you including our time in retrieving, considering, sorting, searching and copying the correspondence, documents and samples and for such other work necessary to comply with your instructions.

13.4 We reserve the right to keep your correspondence, documents, information on our databases, samples and other property until you have paid all the money that is due to us. This right will continue after the termination of our engagement.

13.5 If we receive a request from you or on your behalf to transfer your files to another party, we will review the files to remove the documents which belong to us so we transfer only what belongs to you and any third parties. You agree that we may charge you for the review and/or transfer.

13.6 You agree that we are not responsible for the loss, damage or theft of any item which we hold on your behalf.

14. Ceasing to Act

14.1 You may terminate your instructions to us at any time by doing so in writing.

14.2 We may terminate our representation of you at any time in writing. We will continue to work for you on a matter on which you have instructed us unless any of the following events occur:

14.2.1 your invoice remains unpaid for more than 120 days;
14.2.2 you do not comply with our requests for money on account;
14.2.3 you notify us that you have decided to cease using our services;

14.2.4 we consider that it is not in our best interests to continue to work for you (including reasons such as you not giving clear, proper or timely instructions, or we consider that there is no longer sufficient trust and confidence between us);

14.2.5 where a conflict of interest arises;

14.2.6 you (if an individual or a partnership) offer to make any arrangements with your creditors, or a bankruptcy petition is presented in relation to you or any of your partners;

14.2.7 you (if a limited company) are deemed to be unable to pay your debts (within the meaning of Section 123 of the Insolvency Act 1986) or you call a meeting to pass a resolution to wind up the company, or such a resolution is passed, or an administrator or receiver is appointed to all or any part of your business or property; or

14.2.8 you become involved in similar processes to those in 14.2.6 and 14.2.7 under non-UK legislation.

14.3 Where possible we will provide you with reasonable notice that we will cease acting for you. You agree that we may be required by law or regulation to suspend or cease acting for you without giving any period of notice or reasons.

14.4 You must still pay all fees, disbursements and tax for work done up to termination.

14.5 You agree that our engagement on a matter will end on the later of: when our work on the matter is completed, when our final invoice has been paid or when we come off the record as your agent at a relevant local government department.

14.6 You agree you will cease to be a client of ours 12 months after your last matter closes or earlier by agreement between you and us.

15. Actions Against Us

15.1 You agree to reimburse us for any liability (including legal costs) that we suffer or incur in connection with any claim brought by a third party in relation to the services we provide to you.

16. Limitation of Liability

16.1 We do not seek to limit our liability for: death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by applicable law or regulations to which we are subject.

16.2 Subject to clause 16.1, our maximum aggregate liability to you or all parties to whom we may be liable on any matter for any loss, including without limitation, liability for negligence on our part, is limited to five times the amount we invoice you for the work undertaken.

16.3 We will only be liable once in respect of the same loss arising out of the same fact, matter, event or circumstance giving rise to a claim. We will not be liable to you for indirect or consequential losses.

16.4 Where we are one of a number of advisers acting for you on a matter, there may be a risk that we will be prejudiced as a result of your arrangements with other advisers who limit their liability with you. In the event that this arises and we could otherwise be jointly liable with that other adviser for a claim, you agree that our position will not be adversely affected by any limitation that you have agreed for that other adviser's potential liability and that our liability to you is limited accordingly.

16.5 In addition to any other limitation agreed with you (and subject to applicable professional rules),

our liability for any claim in respect of services provided to you (whether in contract, negligence or otherwise) shall be limited to the proportion of the total of all damage, including costs, which may be fairly attributed to us (having regard to any contribution to such loss or damage by any other person) in proceedings for a contribution under the Civil Liability (Contribution) Act 1978 in England and Wales.

16.6 You agree that no Principal, consultant or employee of the Rouse Network shall have any liability to you for any loss or damage, howsoever arising, as a consequence of the acts or omissions of such Principal, consultant or employee (including but not restricted to negligent acts or omissions) save in the case where loss or damage was caused by fraud, dishonesty, reckless disregard of professional obligations or wilful misconduct on the part of such Principal, consultant or employee. In such circumstances, we shall be liable to the same extent as it would have been in the absence of this exclusion. You also agree that a Principal, consultant or employee of the Rouse Network signing in their own name any letter, email or other document does not imply they are assuming any personal liability separate to that of the Rouse Network.

17. Data Protection

17.1 We comply with applicable data protection legislation in the jurisdictions in which we operate. Our Privacy Policy, available on our website, provides further information about how we process personal information. The Privacy Policy does not form part of these Terms of Business and may be updated from time to time.

17.2 We may process personal information where necessary to provide and administer our services, manage our relationship with you, operate our business, comply with applicable legal, regulatory and professional obligations, or for the other purposes described in our Privacy Policy. This may include sharing personal information within the Rouse Network and with third parties in connection with those purposes, or where otherwise permitted or required by law.

17.3 Personal information may be transferred to, stored in or accessed from jurisdictions outside the jurisdiction in which it was originally collected, including jurisdictions in which members of the Rouse Network or our service providers operate. Where applicable data protection legislation requires safeguards for an international transfer, we will implement appropriate safeguards or rely on another lawful transfer mechanism.

17.4 You agree that we may use the personal information to send you information about our activities, services, events, training and updates. You can opt out of any communication. This will not affect communications necessary to provide our services, administer your matters or comply with legal, regulatory or professional obligations.

17.5 To provide you with our services, and in connection with the matters on which we are instructed, you agree that we may retain the names and contact details of other individuals who may work for or with other parties who have interests either in common or adverse to yours. Under data protection legislation these parties may have certain rights in relation to their personal information.

18. Artificial Intelligence

18.1 We may use artificial intelligence (AI) tools in providing and administering our services.

18.2 We will use AI tools in accordance with applicable legislation and our internal policies and controls. We will apply appropriate safeguards to protect confidential information. We will not share client data or confidential information with external machine-learning data pools without explicit

consent.

18.3 If you indicate a preference against using AI tools in matters on which you instruct us, we will respect that choice in relation to discretionary AI tools. You acknowledge that this may affect the scope, timing or cost of our services.

18.4 We remain responsible for the services and final work product that we provide to you. Where AI tools have been used in a matter, we will apply professional review and human oversight.

18.5 Further information on our approach to using AI tools in our business can be found in our AI Charter, available on our website. The AI Charter does not form part of these Terms of Business and may be updated from time to time.

19. Dispute Resolution

19.1 If at any time you have any questions or concerns with any aspect of the services provided by us (including a bill), please contact the relevant Matter Principal and your Global Client Manager. We treat complaints seriously and will try to resolve any problem with you quickly.

19.2 Subject to clause 19.3, all claims, complaints and disputes arising out of or in connection with the agreement between us must initially be referred to the relevant Matter Principal and your Global Client Manager. If the matter cannot be resolved to the satisfaction of both parties, you and we agree that you and we will try to settle the matter between us amicably by using a sole mediator or in default of agreement on a sole mediator by using a mediator appointed by the Centre for Effective Dispute Resolution (CEDR) prior to either party issuing proceedings against the other.

19.3 Where the dispute between us is solely in connection with your non-payment of our invoices as they became due, there is no requirement for the matter to be settled through mediation as provided in this clause.

20. Invalidity

In the event that any part of the agreement between us is held to be invalid:

20.1 The remainder of the agreement will continue in full force and effect

20.2 The part which is held to be invalid will be replaced with wording which is valid and as closely as possible matches the wording and intention of the part held to be invalid.

21. Applicable Law and Jurisdiction

The relationship between us, and any claim, dispute or matter arising under or in connection with it, is exclusively governed by and construed in accordance with the laws of England and Wales. Subject to clause 19, you agree to submit to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising from or in connection with your relationship with us and/or the enforceability of the Terms of Business, Client Care Letter and any other written terms, provided that we have the right at our sole and absolute discretion to either commence proceedings against you in any other Court; or refer the claim or dispute to arbitration in London under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The arbitration shall be conducted by a sole arbitrator and the arbitration proceedings conducted in English.