

[<mark>Name</mark>] [Company Name] [Address]

11 February 2022

SPONSORSHIP LETTER: INVESTOR ALLSTARS 2021

Dear Sir/Madam,

We are delighted that **[Company Name]** ("**Sponsor**") would like to proceed with the sponsorship of Investor Allstars 2021.

This letter sets out the details of the Sponsorship Rights that you wish to purchase and, together with the Event T&Cs set out in Appendix A forms the agreement ("**Agreement**") between the Sponsor and GP Bullhound. Capitalised terms used but not otherwise defined in this Sponsorship Letter shall have the meanings ascribed to such terms in the Event T&Cs.

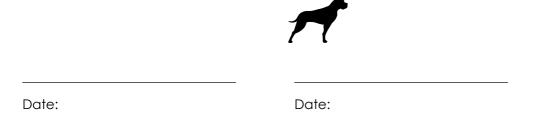
Investor Allstars Sponsorship Details	
Investor Allstars Event:	The Investor Allstars awards ceremony to be hosted by GP Bullhound
Date:	14 October 2021
Venue:	The Hilton, Park Lane, London
Sponsorship Fee:	£15,000 + VAT payable upon receipt of invoice issued by GP Bullhound on the date of this Letter
Product Category:	Specialist Debt Provider of the Year



Spansarship Piahts	Award Spansorship Package - Investor Alletare 2021
Sponsorship Rights:	 Award Sponsorship Package – Investor Allstars 2021 Subject to the conditions set out in Appendix A, GP Bullhound grants Sponsor the following rights in relation to the Event: Exclusive sponsorship of the Product Category Placement of Sponsor Logo on all promotion, communication and PR before the event (including event website, publications, newsletters and social media) Placement of the Sponsor Logo on the trophy for the Product Category Sponsor representative invited on stage to present the Product Category trophy to its winner Placement of Sponsor Logo on well-located, visible displays inside the venue. Full colour page advertisement and Sponsor biography in event brochure Photography with the winner of the Product Category Interview opportunities (video) for post event press & PR Two tables of ten (or such other configuration dependent on Covid restrictions) (note that this will be subject to our ticket terms and conditions available at https://tickets.gpbullhound.com) Inclusion as award sponsor in press releases & PR campaigns relating to the event, winners, shortlists First option to sponsor the same Product Category at the 2022 Investor Allstars event
Sponsor Services:	Sponsor will promote the Investor Allstars Event through its social media or other PR channels
Agreement. Yours faithfully	owledgement of the Event T&Cs and our acceptance of th Accepted for and on behalf of
For and behalf of GP Bullhound Corporat	e Finance Limited [<mark>Company Name</mark>]
Manish Madhvani Managing Partner	Name

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1. Definitions and Interpretation

1.1. In this Agreement, unless the context requires otherwise:

Conditions means the standard terms and conditions of sale out below:

Confirmation means the confirmation email or other communication by GP

Bullhound to the Customer confirming that the Tickets and/or Event Package as appropriate have been successfully

allocated to the Customer;

Contract means a legally binding contract made in accordance with

Condition 2 of the Conditions:

Covid Restrictions

means any government imposed restrictions which would impact on the delivery of the Event, including but not limited to any maximum meeting size and/or the issuance of a "Level 3 Travel Warning" by the Centre for Disease Control and Prevention that advises the general public to avoid all non-essential travel to where the Venue is located;

Customer means the purchaser of the Event Package;

means the Investor Allstars Event 2021; **Event**

Event Package means the hospitality package to be sold to the Customer by

GP Bullhound which includes the number of tickets specified in

the order and catering for those guests;

means GP Bullhound Corporate Finance Limited which is registered in England and Wales under company number **GP Bullhound**

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Order means the placing of an order by the Customer for an Event

Package or Tickets via the Website;

Price means the price of the Event Package detailed on the

Website or as otherwise notified by GP Bullhound in writing;

means any third party with whom GP Bullhound has an agreement for that party to provide sponsorship of the Event; **Sponsor**

Tickets means the tickets (including electronic tickets) sold by GP

Bullhound to the Customer as part of an Event Package for the

right to attend the Event;

Venue means the Hilton, Park Lane, London where the Investor Allstars

Event will take place or such other venue as notified by GP

Bullhound to the Customer from time to time; and

means the Event website located at https:// Website

www.gpbullhound.com/events/investorallstars/ and the website for the sale of the Event Packages at https://tickets.gpbullhound.com/ as the context so requires, of which

these Conditions form part.

1.2. In this Agreement:



- 1.2.1. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.2.any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.3.a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4.words in the singular include the plural and vice versa;
- 1.2.5.any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words:
- 1.2.6.a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form excluding email, save where email is expressly permitted; and
- 1.2.7.a reference to legislation is a reference to that legislation amended, extended, re-enacted or consolidated from time to time.

2. Basis of Sale

- 2.1. All Event Packages are sold subject to availability and to these Conditions. The allocation of Tickets is subject to the availability of the relevant Event Package at the time of such receipt by GP Bullhound. Only the receipt by the Customer of a Confirmation issued by GP Bullhound shall constitute the booking by the Customer of Event Packages and shall create a Contract subject to these Conditions. The placing of an Order does not guarantee the availability of any Event Package or Tickets until the Confirmation has been issued by GP Bullhound.
- 2.2. These Conditions incorporate any special terms and conditions which may be displayed on the Website with respect to the Event or Venue and should be read in accordance with the Venue's event terms, conditions and regulations, copies of which are available on request from the Venue. Save as provided in this Condition 2.2, these Conditions shall apply to the Contract to the exclusion of any other terms and conditions.
- 2.3. Subject to Condition 3.1 of these Conditions, no variation of the Contract shall be binding unless agreed in writing by an authorised representative of GP Bullhound. Each of GP Bullhound and the Customer agrees that it has not entered into these Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty or undertaking (whether negligently or innocently made) by any person (whether party to these Conditions or not) other than as expressly set out in these Conditions provided always that nothing in this Condition 2.3 shall operate to exclude any liability for fraud.
- 2.4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, Confirmation, Website, invoice or other document or information issued by GP Bullhound shall be subject to correction without any liability on the part of GP Bullhound.



2.5. The Customer acknowledges and accepts that the table plan and allocation of Tickets to tables or spaces in the Event is entirely subject to GP Bullhound's discretion. The purchase of more than one ticket does not guarantee that those tickets will be seated together at the Event. Where an Event Package is sold as a table or group booking, GP Bullhound will use its reasonable endeavours to ensure that the number of included Tickets in that Event Package are seated together or near to each other but makes no guarantees. In addition, GP Bullhound makes no representation that all allocated seats will have a clear or uninterrupted view of the Event as this will depend on the Venue and the space allocated to such Event. If a Customer wishes to occupy a particular position at the Venue or will require any adjustments to be made to the seating plan to accommodate any physical or other needs of the Customer then they should confirm this with GP Bullhound by email to legal@gpbullhound.com in advance of purchasing such Tickets or Event Package and GP Bullhound will seek to accommodate this where possible. For the avoidance of doubt, GP Bullhound shall not be liable for any claims where it has not been able to make sure such adjustments to the seating plan.

3. Variation

- 3.1. Whilst every reasonable effort will be made to ensure that the Event Package is in accordance with the details as set out on the Website, GP Bullhound reserves the right in GP Bullhound's absolute discretion to make any changes to the Event Package which do not, in the reasonable opinion of GP Bullhound, materially affect the quality of the Event Package. A "material" change is a change which, in GP Bullhound's reasonable opinion, makes the Event Package materially different from the Event Package that purchasers, taken generally, could reasonably expect. For the avoidance of doubt, a change to the Event date (provided it is within 18 months of the date of the original Event date) or a change of the Venue (provided it shall be within 20 miles of the original Venue) shall not be deemed a material change.
- 3.2. In the event that it is necessary for GP Bullhound to make any material change to the Event Package (other than where due to the circumstances set out in Conditions 8 and 10 and/or the acts or omissions of the Customer), GP Bullhound will use reasonable endeavours to offer the Customer the option of an alternative event package of comparable standard or, where such alternative event package is not available or is unacceptable to the Customer, will repay to the Customer the Price already paid by the Customer.

4. Price

- 4.1. GP Bullhound reserves the right, by giving written notice to the Customer at any time before delivery of the Tickets, to increase the Price to reflect any increase in cost of the Event Package to GP Bullhound including but not limited to any foreign exchange fluctuation, currency regulation, alteration of duties or any cost incurred by GP Bullhound without fault of GP Bullhound since the issue of the Confirmation.
- 4.2. The Price shall be exclusive of value added tax and all other applicable taxes which shall be paid by the Customer in addition to the Price.

5. Payment



- 5.1. On receipt of a Confirmation from GP Bullhound the Event Package shall deemed to be booked, subject to payment of the Price in full.
- 5.2. Any additional fees or charges for any additional goods or services provided by or on behalf of GP Bullhound for the Customer at the Event at the Customer's request which are not included in the Event Package shall be paid for in full by the Customer.
- 5.3. If the Customer fails to pay the Price in full by the due date as detailed on the invoice, or the Customer gives GP Bullhound notice in writing of its intention to cancel the Event Package then, without prejudice to any other right or remedy available to GP Bullhound, GP Bullhound shall be entitled to cancel the Contract and suspend provision of the Event Package and any further Event Packages to the customer and the Customer shall be liable to GP Bullhound for the Price in full and, save where otherwise agreed in writing by GP Bullhound, shall not be entitled to a refund of any Price paid and GP Bullhound shall be permitted to charge the Customer interest (both before and after any judgment) on any part of the Price unpaid at the rate of 4 per cent per annum on a daily basis above the Barclays Bank base rate from time to time, until payment of the Price is made in full.
- 5.4. In the event that GP Bullhound is forced to increase the Price pursuant to Condition 4.1 by an amount which the Customer, acting reasonably, considers excessive, the Customer may cancel the Event Package by giving written notice to GP Bullhound within 14 days of the announcement of the change in Price to the Customer and GP Bullhound shall repay the Price already paid.

6. Delivery of Tickets

- 6.1. Tickets shall be delivered electronically with a unique QR code. GP Bullhound shall use reasonable efforts to transmit the Ticket to the Customer to the email address provided by the Customer as part of the Order but accepts no liability for failed or non-delivery. It shall be the responsibility of the Customer to contact GP Bullhound if they have not received the Ticket within one (1) week of the Event.
- 6.2. Tickets will not be issued to the Customer prior to receipt and bank clearance of payment in full of the Price in respect of the relevant Event Package. Following receipt of the Price in full from the Customer, GP Bullhound shall attempt, but not be obligated, to dispatch the Tickets and any ancillary Event information to the Customer no later than one (1) week prior to the Event.
- 6.3. It is the Customer's responsibility to check Tickets on receipt as mistakes cannot always be rectified after purchase.

7. Risk and Property in Tickets

- 7.1. Risk of damage to or loss of the Tickets shall pass to the Customer
 - 7.1.1.in the case of physical Tickets, at the time when the Customer collects the Ticket or such Ticket is left at the Customer's premises or handed to the Customer; or



- 7.1.2.in the case of Tickets delivered electronically to the Customer, at the time of sending by GP Bullhound where no failed transmission receipt has been returned; or
- 7.1.3.at the time of posting, if the Tickets are to be posted by GP Bullhound to the Customer; or
- 7.1.4.at the time of GP Bullhound handing the Tickets to a third party, if the Tickets are to be delivered by a third party carrier.
- 7.2. Once risk of damage to or loss of the Tickets has passed to the Customer in accordance with Condition 7.1, GP Bullhound shall not be liable to replace any lost or damaged Tickets. Duplicate Tickets may only be issued at the discretion of GP Bullhound. If duplicates are issued, a reasonable administration charge may be levied.
- 7.3. Notwithstanding delivery and the passing of risk in the Tickets, or any other provision of these Conditions, the property in the Tickets shall not pass to the Customer until GP Bullhound has received in cash or cleared funds the payment in full of the Price and all other sums due to GP Bullhound from the Customer.
- 7.4. Until such time as property in the Tickets and Lanyards passes to the Customer, the Customer shall hold the Tickets and Lanyards as GP Bullhound's fiduciary agent.
- 7.5. All Tickets are non-transferable and the Customer shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness any of the Tickets.
- 7.6. The Customer acknowledges that, whilst GP Bullhound remains in control of its own table plan and seating arrangement, it has no control over any requirements that may be imposed by the Venue or due to any Covid Restrictions. GP Bullhound reserves the right to change the seating plan accordingly.
- 7.7. Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on the Customer to use, alter, copy or otherwise deal with any symbols, trade marks, logos and/or intellectual property appearing on the Ticket.
- 7.8. Where any valid claim in respect of the Event Package which is based on the validity of the Tickets is notified to GP Bullhound in accordance with these Conditions, GP Bullhound shall be entitled to replace such Tickets free of charge or, at GP Bullhound's sole discretion, refund to the Customer the Price of the Event Package (or a proportionate part of the Price), but GP Bullhound shall have no further liability to the Customer.

8. Events and Cancellations

- 8.1. GP Bullhound gives no warranty and makes no representation that the Event shall take place and, subject to Conditions 8.2 and 8.3, GP Bullhound shall not be liable to give any refund in the event of the Event being cancelled or postponed.
- 8.2. If for any reason the Event is postponed, the Customer's booking for that Event will be valid for the Rescheduled Event (defined in Condition 8.4 below).
- 8.3. If for any reason outside the control of GP Bullhound (including, without limitation, due to the circumstances set out in Condition 10) the Event is postponed, cancelled or abandoned (whether wholly or in part) any refunds shall be limited to refunds (if any) that may be payable under the rules and regulations of the Venue and the Customer is advised to take out its own insurance to cover such risks, subject at all times to Condition 8.4.



- 8.4. Where the Event is rescheduled to another date within 18 months of the original Event date, and/or to a location within 20 miles of the original Venue ("Rescheduled Event"), then the Ticket and these Conditions shall automatically apply to such Rescheduled Event and no refunds or liability shall be owed to the Customer in respect of the rescheduled Event.
- 8.5. Where a refund is sought, the Customer must bring this to the attention of GP Bullhound as soon as reasonably possible upon becoming aware of the cancellation, postponement or abandonment.
- 8.6. Subject as expressly provided in these Conditions, and except where the Event Package is sold to a person dealing as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.7. Where the Event Package is sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2008) the statutory rights of the Customer are not affected by these Conditions.
- 8.8. GP Bullhound has no control over the Venue and accepts no liability for any acts or omissions on the part of operating the Venue or their servants, agents, employees or sub-contractors.
- 8.9. Any complaints concerning the Event Package must be notified to GP Bullhound in writing as soon as reasonably practicable after the Event and in any event within 30 days of the Event.

9. Limitation of Liability

- 9.1. Notwithstanding anything to the contrary in these Conditions, GP Bullhound shall not be liable to the Customer for any indirect or consequential loss or damage (including, without limitation, loss of revenue, loss of profits or loss of anticipated savings) arising out of or in connection with the performance or any breach of the Contract and the maximum liability of GP Bullhound to the Customer in aggregate for any and all claims made against GP Bullhound in contract, tort or otherwise under or in connection with the subject matter of the Contract shall not exceed the total Price paid for the Event Package by the Customer to GP Bullhound in respect of the Contract.
- 9.2. Nothing in this Condition 9 shall operate to exclude liability for death or personal injury resulting from the negligence of GP Bullhound.

10. Force Majeure

10.1.GP Bullhound shall not be liable to the Customer or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions if the delay or failure is due to any act beyond GP Bullhound's reasonable control, including but not limited to; any act of God, adverse weather conditions, explosion, fire or accident, war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, Covid Restrictions, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure or postponement or cancellation of an Event.



11. Customer Default

- 11.1. GP Bullhound may without prejudice to any rights or remedies which it may have against the Customer defer or cancel the Contract if:
 - 11.1.1. the Customer commits a material breach of any of its obligations under the Contract which is not capable of remedy; or
 - 11.1.2. the Customer has committed a material breach of any of its obligations under the Contract which is capable of remedy but which has not been remedied within a period of 7 days following receipt of written notice to do so; or
 - 11.1.3. the Customer enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other party's undertaking or assets; or
 - 11.1.4. the Customer (if in business) ceases or threatens to cease to carry on its business; or
 - 11.1.5. the Customer (if an individual) is made bankrupt; or
 - 11.1.6. the Customer fails to pay the Price in full on demand.

12. Indemnity

12.1. The Customer shall indemnify GP Bullhound in full against and hold GP Bullhound harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by GP Bullhound as a result of or in connection with any and all acts or omissions of the Customer, its guests, employees, agents or subcontractors including but not limited to acts or omissions at the Event and damage caused to the Venue by the Customer or its guests.

13. Venue Conditions

- 13.1. The Customer is responsible for its guests and will procure that its guests comply with these Conditions (where relevant) and with any rules, regulations and directions set down by GP Bullhound and/or the Venue including, without limitation, any and all relevant statutes, safety announcements, Venue regulations and conditions of sale applicable to Tickets.
- 13.2. The Customer will not resell or otherwise transfer, or offer for sale or transfer any part of an Event Package without the prior written consent of GP Bullhound.
- 13.3. The Customer will not use any or part of an Event Package (including, for the avoidance of doubt, any Tickets) as prizes in competitions, sweepstakes, raffles, draws or for other similar commercial, promotional or charitable purposes without GP Bullhound¹s prior written consent.
- 13.4. The Customer will not display any signage, promotional material or other such items anywhere at the Venue without GP Bullhound's prior written consent.
- 13.5. The use of equipment for recording or transmitting any audio, visual or audio-visual material or any information or data inside any Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Neither the Venue nor GP Bullhound shall be liable for any loss or damage to confiscated items.



- 13.6. The management of the Venue reserves the right to request that Ticket holders leave the Venue at any point on reasonable grounds (including, by way of example only, where Ticket holders fail to comply with Venue regulations or act in a manner which, in the reasonable pinion of the Venue, is likely to affect the enjoyment of other visitors to the Venue) and may take appropriate action to enforce this right. The Customer and the Customer's guests must comply with instructions and directions given by Venue staff and stewards. No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour.
- 13.7. The management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause a danger or disruption to other members of the audience or the Event.
- 13.8. As a minimum, smart casual attire is required in the facilities at the Venue and GP Bullhound reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Venue. Specific advice in relation to dress code will be included in the event information section of any hospitality documentation sent to the Customer.
- 13.9. Where drinks are bought on a consumption basis, returns of open bottles of wine, spirits, and part kegs of draught beer and lager cannot be accepted.
- 13.10. Neither GP Bullhound nor the Venue accepts any responsibility for any loss or damage to personal possessions brought into the Venue by the Customer or its guests other than as caused as a result of the negligence of GP Bullhound or that of the Venue.
- 13.11. By attending an Event, Ticket-holders consent to filming and sound recording of themselves as members of the Event. The Venue or GP Bullhound may use such films and recordings (including any copies) without payment.
- 13.12. A breach by the Customer of Condition 13.2 or 13.3 shall entitle GP Bullhound to terminate the Contract without refund to the Customer.

14. Further Assurance

14.1. Each of the parties shall, at its own cost and expense, use its reasonable endeavours to perform all acts, and sign, execute and deliver all deeds and documents, as may be required for the purpose of giving full effect to this agreement.

15. General

- 15.1. The Contract is personal to the Customer and the Customer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations under the Contract. GP Bullhound shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to third parties.
- 15.2. Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering into the Contract. If a



party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

- 15.3. No waiver by GP Bullhound of any breach of the Contract or these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.4. Nothing in the Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between GP Bullhound and the Customer or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.
- 15.5. Any person, other than the Venue, not a party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.
- 15.6. If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Conditions and the Contract shall continue in full force and effect.
- 15.7. Use of Customers' personal information is governed by GP Bullhound's Privacy Policy, details of which are on the Website and are available here. In addition to the arrangements detailed in GP Bullhound's Privacy Policy, in respect of bookings for Event Packages for the Event, GP Bullhound will use information provided by the Customer to process the booking and deliver the services to the Customer, and GP Bullhound will share this information with the Venue for the purposes of the Venue managing the arrangements at the Venue/Event and, where applicable, facilitating elements of the service delivery to the Customer. Where information is shared with the Venue, such information will be processed in accordance with the Venue's privacy policy (which is available on such party's website or on request to such party) and, only where the Customer has specifically opted-in to consent, used for marketing purposes to receive marketing material from the Venue. If the Customer has any questions about how GP Bullhound collects and processes information, or about GP Bullhound's Privacy Policy more generally, please contact marketing@gpbullhound.com.
- 15.8. Customer acknowledges that GP Bullhound sells sponsorship rights to select third party Sponsors, and that it may share attendee lists and details of Customer's names and contact details with such Sponsors. Customer hereby confirms its acceptance to such sharing by GP Bullhound and acknowledges and accepts that GP Bullhound is in no way liable for the acts or omissions of such Sponsors with regards the Customer information that may be shared. Customer retains the ability to 'opt-in' or opt-out' to any marketing by such Sponsors at any time in accordance with data protection legislation. Customer further confirms that they understand their rights in relation to the sharing of its data and indemnifies GP Bullhound in respect of any claim it may have against any Sponsor in respect of the same.
- 15.9. If any dispute arises with respect to the sale of an Event Package pursuant to these Conditions, GP Bullhound and the Customer shall each use their respective reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties.



15.10. These Conditions and the Contract shall be governed by and construed in accordance with the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.