



CYBER ESSENTIALS / CYBER ESSENTIALS PLUS TERMS

TERMS & CONDITIONS

1. SCOPE /APPLICATION

This agreement covers the provision of consultancy services.

These terms and conditions comprise the contract governing the terms of supply.

2. DEFINITIONS AND INTERPRETATION

In these terms and conditions (“**Terms**”), the following definitions are used:

“**Bulletproof**” is a trading name of **ServerChoice**;

“**Client**” means the individual(s) and or organisation(s) to whom Bulletproof is providing Services;

“**Confidential Information**” means any information supplied or made available in any form by either party to the other under or in connection with this agreement and includes (but is not limited to) information relating to software and hardware products, IT infrastructure, samples, equipment, drawings, specifications, customer characteristics and identities, trade secrets, technical information and know-how, performance or process data, cost and financial information, market opportunities, business affairs, methods of doing business, strategic marketing, business plans and any information, reports or analysis derived from the Confidential Information.

“**Contract**” means these Terms.

“**Data Protection Legislation**” means unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 1998.

“**Data Subject**” means an individual who is the subject of Personal Data.

“**Force Majeure**” means an event affecting the performance by a party of its obligations under these Terms which is caused by acts, events, omissions, happenings or non- happenings beyond the reasonable control of the affected party including but not limited to strikes, lockouts and other industrial disputes (except in relation to that party’s own staff), acts of terrorism, war, riot or civil commotion , fire, lightning, explosion, war, disorder, flood, cyber-attack or unauthorised penetration of systems (except to the extent that the Client has specifically purchased services from Bulletproof to mitigate such risks and such risks should reasonably have been so mitigated by that service) adverse weather conditions or acts of local or central Government or other competent authorities or agencies, whether authorised or not by such Government or authority).

“**Intellectual Property Rights**” means patents, designs, trademarks and trade names (whether registered or unregistered), copyright and related rights, moral rights, database rights, know-how and all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future;

“**Normal Business Hours**” means between 09:00 hrs and 17:30 hrs on any day except a Saturday, Sunday or public or bank holiday in England and Wales.

“**Personal Data**” means any information relating to an identified or identifiable natural person that is processed by the Provider as a result of, or in connection with, the provision of the services under these Terms; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed

“**ServerChoice**” means ServerChoice Ltd a company registered in England & Wales with company number 05490180 whose registered office address is at Units H/J/K Arlington Business Park Gateway 1000, Whittle Way, Stevenage, Hertfordshire SG1 2FP;

“**Services**” means the services which are provided under this Contract.

3. COMMENCEMENT OF CONTRACT

- a. The Contract shall commence and will become binding on the successful completion of a purchase on the Bulletproof website.

4. BULLETPROOF'S RIGHTS AND OBLIGATIONS

- a. Bulletproof will perform the Services:
 - i. in accordance with the Contract;
 - ii. with reasonable care, diligence and skill;
 - iii. so that they meet or exceed the service levels set out in the Contract;
 - iv. within the times and dates agreed with the Client (although time shall not be of the essence);
- b. Notwithstanding the above, Bulletproof cannot however, guarantee that Services will be uninterrupted or error-free.
- c. Bulletproof will appoint a consultant that will be liaising with the Client's point of contact for providing any reports progress, unexpected events or issues, etc.
- d. Bulletproof will sign and return a Non-Disclosure Agreement to the Client if required.

- e. Bulletproof disclaims and excludes any and all warranties, terms or conditions not expressly stated in the Contract as permitted by law, including implied warranties, terms or conditions relating to the satisfactory quality and fitness for purpose. The Client is solely responsible for the suitability of the Services chosen.
- f. Whilst Bulletproof will use all reasonable endeavours to ensure that the same Consultant will continue throughout an assignment, it reserves the right to change that Consultant if necessary.
- g. For additional activities undertaken by Bulletproof outside of the agreed Services and deliverables Bulletproof reserves the right to charge for the time used at the its standard daily rate.

5. THE CLIENT'S OBLIGATIONS

- a. Unless otherwise directed in writing by Bulletproof, the Client shall raise any critical issues in relation to the Services by telephone.
- b. The Client represents and warrants that:
 - i. it has the full capacity and authority to instruct Bulletproof to perform the Services; and
 - ii. it will apply an appropriate level of risk management in relation to the advice provided by Bulletproof employees or subcontractors before taking any decisions in implementing changes to their business strategy, practices or infrastructure and will not hold Bulletproof liable in relation to any advice provided.
- c. The Client undertakes that:
 - i. it will provide suitable accommodation whilst the Consultant is operating from the Client's premises;
 - ii. it will provide Bulletproof with reasonable notice of any circumstances that the Client has prior knowledge of, that may affect the carrying out of the Services provided; and
 - iii. it will make all necessary preparations required to enable Bulletproof to carry out the Services. Where there are delays in carrying out the Services through no fault of Bulletproof, Bulletproof reserve the right to charge for the Services; and
 - iv. Bulletproof reserves the right to charge for any additional work or consultancy time carried out for the Client that hasn't been agreed as part of the order.

6. INTELLECTUAL PROPERTY

- a. Each party retains all of its own Intellectual Property Rights, whether owned or licensed, in any documents, data, text, trademarks, brands, logos, information, specifications, drawings or other materials as one party may provide to the other parties from time to time.

- b. No party may use the trademark or logo of the other parties except with the prior written permission of the other party
- c. Except for the rights expressly granted in these Terms, the delivery of the Services does not and will not transfer to the Client any right, title or interest in and to:
 - i. any Bulletproof equipment used in providing the Services; or
 - ii. any Bulletproof proprietary technology, including services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by or licensed to Bulletproof), including but not limited to any derivative works, improvements, enhancements or extensions of that proprietary technology.

7. CONFIDENTIALITY

- a. Each party agrees not to use the other's Confidential Information except solely in connection with the performance or use of Services. Neither party shall, without the prior written consent of the other party, use or disclose the Confidential Information of the other party following completion of the Services. Each party will take all reasonable precautions to protect the other party's confidential information, using at least the same standard of care and security measures as it uses to maintain the confidentiality of its own confidential information.
- b. Notwithstanding the foregoing, a party ("Recipient") may disclose the other party's ("Discloser's") Confidential Information:
 - i. to any consultants, contractors, advisers and insurers ("Representatives") who have a need to know in connection with this Contract and who are under binding obligations of confidence; subject to clause 7(c) below; or
 - ii. to the extent required by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction; provided that, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure.
- c. The provisions of this clause 7 shall not apply to any Confidential Information that:
 - i. is or becomes generally freely available to the public (other than as a result of its disclosure by the Recipient or its Representatives in breach of this clause 7);
 - ii. was available to the Recipient on a non-confidential basis before disclosure by the Discloser;

- iii. was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the Recipient; and
 - iv. was known to the Recipient before the information was disclosed to it by the Discloser.
- d. Each party shall keep the other party's Confidential Information confidential and shall not:
- i. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement; or
 - ii. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 7.
- e. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of the terms of this agreement. Notwithstanding the terms herein, the Recipient shall be fully responsible for any unauthorised disclosure or use of the Discloser's Confidential Information by any of its Representatives.
- f. Notwithstanding the terms herein, the Recipient agrees not to use any of the Confidential Information or any data or information derived by the Recipient in connection with this agreement for its own use or for any commercial advantage whatsoever.
- g. The terms of this clause 7 shall survive termination or expiry of this agreement.

8. DATA PROTECTION

- a. Each party agrees to comply with all applicable requirements of the Data Protection Legislation.
- b. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- c. Where Bulletproof processes data for the Customer, Bulletproof shall be the data processor (as defined by Data Protection Legislation) and shall:
 - i. process that Personal Data only on the written instructions of the Customer;
 - ii. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having

regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

iii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

iv. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

1. the Customer or Bulletproof has provided appropriate safeguards in relation to the transfer;
2. the data subject has enforceable rights and effective legal remedies;
3. Bulletproof complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
4. Bulletproof complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data.

v. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

vi. notify the Customer without undue delay on becoming aware of a Personal Data breach;

vii. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by applicable Data Protection Legislation to store the Personal Data; and

viii. maintain complete and accurate records and information to demonstrate its compliance with this clause 8(c) and allow for audits by the Customer or the Customer's designated auditor, subject to the Customer providing reasonable notice. The right to audit shall be limited to once annually, except in the case of suspected fraud or regulatory requirements.

9. NON SOLICITATION

- a. The Customer shall not, without the prior written consent of the Bulletproof, at any time from the date on which any Services commence to the expiry of six months after the completion of such Services, solicit or entice

away from the Bulletproof or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Bulletproof in the provision of such Services.

- b. Any consent given by Bulletproof in accordance with clause 9 (a) shall be subject to the Customer paying to Bulletproof a sum equivalent to 20% of the then current annual remuneration of Bulletproof's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

10. PAYMENT

- a. Bulletproof will invoice immediately after successful payment has been made on the Bulletproof website.
- b. Bulletproof reserves the right to charge for any additional work which doesn't form part of the package selected by the Client at Bulletproof's standard daily rate.
- c. The Client agrees:
 - i. Bulletproof reserves the right to charge statutory interest at the rate of 8% above the base rate of the Bank of England for late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
 - ii. that pricing excludes VAT and any expenses incurred which shall be chargeable in addition; and
 - iii. Bulletproof may issue a suspension notice if the Client fails to pay any Bulletproof invoices more than 45 days after the invoice date. If payment is not received within 7 days of the date of issue of Bulletproof suspension notice Bulletproof may suspend the Services in accordance with clause 12. Without prejudice to any other remedies Bulletproof may have, Bulletproof may commence such action as is necessary to recover the debt, including termination for material breach in accordance with clause 13(a)(i).
 - iv. In relation to time and material consulting services, the prices are quoted for delivery within one (1) year from the date the customer order is accepted by Bulletproof. At the end of the said one year period:
 - 1. if the actual number of days consumed by the customer is less than eighty percent (80%) of the total number quoted, Bulletproof shall have the right to invoice, and the customer shall be liable to pay, the difference;
 - 2. any portion of quoted days that remains unconsumed by the customer shall be deemed fortified by the customer;
 - 3. no refund, credit or other form of reimbursement shall be due by Bulletproof in respect of any pre-paid but unconsumed number of days.

- d. Unless otherwise agreed in writing, time and material consulting fees and associated travel and expenses will be charged monthly in arrears.
- e. Business hours are between 9:00 am and 17:30 on business days. Business days are Monday to Friday, excluding Saturdays, Sundays and public or generally observed holidays at the location where services are to be performed. One (1) workday consists of eight (8) hours. For services performed after Business hours on a normal business day, and for services performed on a Saturday, the applicable rate are increased by a factor one and a half (1.5). For services performed on a Sunday or on a holiday, the applicable rate will be increased by a factor two (2). Consulting services will be charged per commenced block of four (4) hour. Services performed in excess of eight (8) hours will be charged pro-rata at applicable rate and per commenced hour after twenty (20) minutes.
- f. Where the location of proposed work is outside of United Kingdom, in addition to the prices and fees specified, and without prejudice to any specific limitation or restrictions set forth, in this document or related documents, Bulletproof will be entitled to reimbursement of the reasonable expenses incurred in connection with its performance. Such expenses may include, but are not limited to, shipping and handling, travel, room, board and other incidental expenses in accordance with our then current travel and expense policies. Where agreed in writing, Bulletproof shall use commercially reasonable efforts to comply with customer's applicable travel and expenses policies.
- g. Services performed under a fixed price contract are limited to the initially agreed scope. Prior to any change to the initially agreed scope taking effect a change request form or a similar written instrument must be executed.

11. LIMITATION

- a. Subject to clause 11(b) and clause 11(c), either party's total liability to the other for direct loss or damages whether in contract, tort (including, without limitation, negligence or breach of statutory duty), and howsoever arising including in connection with the performance, non-performance or delayed performance of this Contract shall be limited to and shall not exceed an amount that is the value of the Contract.
- b. Either party shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any:
 - i. loss of profits;
 - ii. loss of revenues, loss of goodwill;
 - iii. loss of contracts, loss of business opportunity;
 - iv. loss of data;
 - v. loss of business;
 - vi. depletion of goodwill or similar losses;

- vii. pure economic loss; or
 - viii. for any indirect or consequential loss, costs, damages, charges or expenses however arising.
- c. Nothing in this Contract limits or excludes either party's liability for any loss or damages resulting from:
- i. death or personal injury caused by its negligence; and
 - ii. any fraud or fraudulent misrepresentation.

12. KNOWN RISKS

No project risks have been identified at this stage however they will be added to this document by amendment if identified during the delivery of the engagement.

13. SUSPENSION OF SERVICES

- a. Bulletproof may suspend the Services for non-payment of Fees as provided in clause 10 (b) (iii). If the Customer does not make payment in full of all overdue sums within 14 days of Bulletproof's suspension of Services, the same shall constitute a non-remediable material breach of the Contract and may terminate the Contract on written notice of the Customer with immediate effect.
- b. In addition to any other remedies available under this Contract, at law or otherwise however, Bulletproof may, in its reasonable discretion, suspend the Services with immediate effect:
 - iii. in the event of any breach by the Customer of this Contract (other than non-payment); or
 - iv. where Bulletproof has the right to terminate this Agreement;

Bulletproof may at its discretion provide notice and a reasonable opportunity for the Customer to rectify the breach if practicable to do so.

- c. Once the Customer has rectified the breach, and provided Bulletproof has not first terminated the suspended Services, Bulletproof will promptly restore the suspended Service(s).
- d. Bulletproof reserves the right to recharge the Customer for any expenses incurred in reinstatement of Services once payment is received.
- e. All applicable service levels shall be suspended for the period of any suspension.

14. TERMINATION

- a. Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Contract without liability to the other immediately on giving notice to the other if:
- i. the other Party commits a material breach of any of the terms of this Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach; or
 - ii. the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - iii. the other Party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors: or
 - iv. 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 Party; or
 - v. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party; or
 - vi. a floating charge holder over the assets of that other Party has become entitled to appoint, or has appointed, an administrative receiver; or
 - vii. 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; or
 - viii. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - ix. the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - x. 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 (a) (i) to clause 13 (a) (x)(inclusive) of these General Terms and Conditions;

- b. The Services will remain available to provision for 6 months from date of purchase ("Provision Term"). Bulletproof will use reasonable endeavours to notify the Customer to carry out all work required by the Customer to fulfil the Services. The Customer's failure to complete these activities within Provision Term will terminate the Contract. The Customer acknowledges and accepts that Bulletproof have provided the ability and resources to complete the Services in good faith and that failure to utilise the Services within the Provision Term will not entitle you to a refund.

15. ENTIRE AGREEMENT

This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract. Nothing in this sub-clause shall limit or exclude any liability for fraud.

16. VARIATION

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. ASSIGNMENT

- a. The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- b. Bulletproof may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

18. WAIVER

- a. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- b. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

19. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

21. NO PARTNERSHIP OR AGENCY

- a. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- b. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. THIRD PARTY RIGHTS

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. NOTICES

- a. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
 - i. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - ii. sent by email to the address notified by the party.
- b. Any notice shall be deemed to have been received:
 - i. if delivered by hand, on signature of a delivery receipt;
 - ii. if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting ; and
 - iii. if sent by email, at 9.00 am on the next Business Day after transmission.
- c. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. DISPUTE RESOLUTION

- a. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause.
- b. Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the named contact of the Customer and Account Manager of Bulletproof shall attempt in good faith to resolve the Dispute.
- c. If the named contact of the Customer and Account Manager of Bulletproof are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Director of the Customer and Director of Bulletproof who shall attempt in good faith to resolve it.

27. FORCE MAJEURE

- a. If any party is affected by a Force Majeure Event the affected party shall:
 - i. promptly notify the other parties of the Force Majeure Event;
 - ii. keep that party informed of their continuance and of any relevant change of circumstances whilst such Force Majeure Event continues; and
 - iii. take reasonable steps to overcome the effects of the Force Majeure Event (except that this shall not require either party to settle industrial disputes or other claims on unreasonable terms).
- b. Subject to clause 26 (a), a Force Majeure Event shall not entitle either party to terminate this agreement and neither party shall be in breach of this agreement, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations due to such Force Majeure Event and the date for performance of the obligations affected (except for payment) will be deemed suspended only for a period equal to the delay caused by such Force Majeure Event.
- c. If the party affected by a Force Majeure Event fails to comply with its obligations under this clause 26 then no relief as set out in this clause shall be available to it and the obligations of each party shall continue in force.
- d. If (and so long as) a Force Majeure Event continues, then the Fees, or a fair proportion of the Fees according to the nature and extent of the Services the provision of which is prevented by the Force Majeure Event, will be suspended (and for the avoidance of doubt, no Fees shall be deemed to accrue during the suspension period).
- e. If (and so long as) a Force Majeure Event continues for more than 3 months, then the Customer at its sole discretion may terminate the affected Services on notice to Bulletproof.

28. GOVERNING LAW AND JURISDICTION

This Contract and any disputes arising therefrom (including non-contractual disputes) are governed by and construed in accordance with English law notwithstanding the jurisdiction where the Customer is based. The Customer irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Contract and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts. The place of performance shall be England.