



**NWH (GUERNSEY) LIMITED
TERMS & CONDITIONS OF BUSINESS**

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1 THE NWH GROUP

NWH (and 'we', 'us') comprises NWH (Guernsey) Limited, each of its subsidiaries, each of its Commission joint licensees; and each of their employees, officers and directors.

2 INTRODUCTION

2.1 The relationship between NWH and the Client is subject to these Terms and Conditions. The Client agrees that, by their execution of the NWH's Letter of Engagement, or acceptance of continued services provided by NWH, these Terms and Conditions shall be contractually binding on the Client. To the extent that there is any inconsistency between the provisions in these Terms and Conditions and the provisions of any other written agreement between NWH and the Client (other than any former terms and conditions of business of NWH), the provisions of the latter shall prevail.

2.2 NWH's contractual relationship with the Client and the application of these Terms and Conditions shall commence upon confirmation by NWH that all client due diligence has been received to its satisfaction, as evidenced by NWH counter-signing its Letter of Engagement. In accordance with clause 4.1, NWH will not transact business for a Client or provide any of its Services until such client due diligence is received to NWH's satisfaction.

3 DEFINITIONS AND INTERPRETATION

3.1 Definitions

In these Terms and Conditions (unless the context otherwise requires) the following words and expressions shall have the following meanings:

Business Days means a day other than a Saturday, Sunday, or public holiday when the banks in Guernsey are open for business;

Client means addressee(s) of our Letter of Engagement and any other person to whom NWH, either directly or indirectly, provides Services, and in the case of an individual, includes his heirs, personal representatives and permitted assigns;

Commission means the Guernsey Financial Services Commission;

CRS means the Organisation of Economic Co-operation and Development's Common Reporting Standard (and includes any local legislation giving effect thereto);

Data Protection Law means The Data Protection (Bailiwick of Guernsey) Law, 2017, as amended;

FATCA means the United States' Foreign Account Tax Compliance Act (and includes any local legislation giving effect thereto);

IGAs means Inter-governmental Agreements (and includes any local legislation giving effect thereto);

Letter of Engagement means the letter of engagement issued by NWH to the Client, being subject to these Terms and Conditions;

Managed Structure means any trusts, companies, foundations, partnerships, pension schemes and other incorporated or unincorporated entities or other persons in respect of which Services are provided;

Services means all services carried out or performed for or on behalf of, in connection with (whether before or after its establishment) any Managed Structure by NWH, including without limitation the formation, management and/or administration of trusts, companies, foundations, partnerships, and other incorporated or unincorporated entities, the provision to any Managed Structure of registered offices, resident agents, trustees, protectors, enforcers, directors, secretaries, nominees and other officers and any other activities which are incidental thereto, the provision of the Sponsor Services referred to in clause 13.3, or any other services as agreed with the Client;

Statutory Records means the constitutional documents, minute books, financial records and any other statutory records and books of the entities in a Managed Structure; and

Terms and Conditions means these terms and conditions as amended from time to time in accordance with clause 22.

3.2 Interpretations

- (a) Headings in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation of these Terms and Conditions.
- (b) Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.
- (c) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (d) Reference to a provision of a law is a reference to that provision as extended, applied, amended, consolidated or re-enacted.
- (e) Reference to any Guernsey legal term shall, in respect of any jurisdiction other than Guernsey, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.
- (f) References to NWH or the Client shall include a reference to any successor company, person and permitted assigns.
- (g) The expression person shall be construed to include references to any person, firm, company, corporation or any agency of it.

4 CLIENT DUE DILIGENCE

- 4.1 NWH is subject to Guernsey's anti-money laundering legislation and legislation to counter the financing of terrorism and as such NWH will not transact business for a Client or provide

any of its Services until such time as its client acceptance procedures (as may be in force from time to time) have been completed to its satisfaction. Should NWH be required at any time to update its client due diligence, NWH shall have the right to suspend the provision of any of its Services to the Client or Managed Structure until satisfactory updated client due diligence is provided to NWH.

- 4.2 NWH reserves the right to terminate its relationship with a Client or Managed Structure if NWH's due diligence requirements have not been completed or are not maintained to the satisfaction of NWH within a reasonable period from the date of request by NWH for any documents or information required to satisfy its due diligence procedures.
- 4.3 In the event that the relationship between NWH and any Client is so terminated in accordance with this clause and clause 15.3(a), any funds (after the retention by NWH of its fees due or outstanding at the date thereof and all expenses and liabilities properly incurred in the provision of the Services) which may be held at the date of such termination shall be returned only to an account with a regulated financial services institution held by such institution in the name of the Client or, if the Client is deceased, to his estate or if the Client is a trust to an acceptable successor trustee or to the trust's beneficiaries, as appropriate and at the discretion of NWH.
- 4.4 On receipt of any monies, from time to time, from or on behalf of any Client, NWH must be satisfied as to the legitimacy of the source of such funds and will not accept funds unless so satisfied.

5 FEES, BILLING & DISBURSEMENTS

- 5.1 The fees that the Client incurs for the Services are charged in accordance with our standard fee letter and hourly rates as amended from time to time or as otherwise agreed in writing. For the avoidance of doubt this may include a special fee agreement made between the Client and NWH.
- 5.2 Where an estimate of fees is requested and given, it is only an indication of the amount anticipated to be charged and shall not be regarded as an agreed fee for the work or transaction, unless specifically confirmed in writing as such by NWH.
- 5.3 As a regulated and licensed group, we are obliged to maintain internal records and operating standards at certain levels and time charges may be incurred by the Client to reflect the costs of these requirements.
- 5.4 There is no value added tax on the fees for the Services provided in Guernsey.

Billing

- 5.5 Invoices for any annual fees and invoices for administration and time charges shall be raised on a date agreed in writing between NWH and the Client.

Disbursements

- 5.6 All fees quoted in our standard fee letter are exclusive of disbursements, expenses and third party costs incurred. Invoices will include where applicable any disbursements and

third party expenses reasonably incurred in connection with the Services we provide to the Managed Structure and which are not paid directly by the Managed Structure.

- 5.7 Disbursements may include, but are not limited to, government fees, accountancy, audit, annual statutory fees, filing fees, court fees, registration fees, Registry fees, Greffe fees, document taxes, courier fees, publication costs and out of pocket expenses. Sundry disbursements may include VAT, travel, post, telephone, fax and other disbursements recharged quarterly.
- 5.8 NWH reserves the right, in respect of the fees of any counsel (Guernsey or otherwise) or other advisors instructed by NWH on the Client's or Managed Structure's behalf, to charge these expenses to the Client as disbursements in NWH's invoice or by way of direct charge to the Client. In cases of the latter, the Managed Structure or the Client will be responsible for the settlement of such fees directly with such counsel and/or advisors.

Payment

- 5.9 NWH's invoices are payable on presentation.
- 5.10 Subject to any applicable laws, NWH reserves the right to settle its invoices from the relevant Managed Structure's funds, without further notice to the Client. In the event that NWH is unable or considers it inappropriate to settle any invoice from the relevant Managed Structure's funds, NWH will request payment of the amount due from the Client.
- 5.11 In the event that fees are not settled within 30 days of a request for payment under clause 5.10, NWH reserves the right to charge interest on unpaid fees at 2% above the Bank of England's base rate per calendar month thereafter, chargeable at a pro rata rate in the event of a fraction of a month.

6 CLIENT MONIES

- 6.1 NWH may assist all Managed Structures with opening bank accounts, over which NWH will have day to day control by being the authorised signatories to the accounts (unless otherwise agreed by NWH in writing).
- 6.2 Until a bank account is opened on the Managed Structure's behalf in accordance with clause 6.1, the Managed Structure's money may be held in NWH's suspense account (subject to the relevant bank's terms and conditions relating to the operation of the account).
- 6.3 Where the Managed Structure's money is held in NWH's suspense account, interest will not be allocated to that money.
- 6.4 NWH accepts no liability for the performance of whichever bank holds the client monies.

7 METHODS OF COMMUNICATION

- 7.1 NWH will communicate with the Client by way of letter, fax, email, telephone or any combination of the above at the address or number last given to NWH by the Client in communication generally. NWH assumes that the Client is willing to receive all general correspondence sent via email. The Client must inform NWH if the Client does not wish

NWH to communicate with the Client via any particular method, or if the Client has specific confidentiality requirements, such as a requirement for encrypted emails. The cost of meeting such requirements (for example, by setting up encryption facilities) may be added as a disbursement at NWH's discretion.

- 7.2 We are authorised to accept instructions, directions, requests, advice or recommendations (**Communications**) from the Client or from any person who we believe to be duly authorised by the Client. Such Communications may be communicated orally, in writing, electronically or otherwise, with and without authentication, and provided that we are satisfied as to their authenticity, and subject to clause 7.3, we may act upon the Communications.
- 7.3 We reserve the right to refuse to act in accordance with any Communications where, in our judgement, the Communications require clarification; or are contradictory to the provision of the Services; or compliance with the Communications conflicts with our duties as trustee, council member, director, officer or shareholder, and/or with the relevant laws in force from time to time. For the avoidance of doubt we will exercise our independent judgment in all matters relating to the management and administration of the relevant Managed Structure to the extent that the terms governing such Managed Structure require us to do so, notwithstanding any Communications from the Client or any person authorised by the Client.
- 7.4 We may record or monitor telephone calls and electronic communications between the Client or Managed Structure and us including for the purpose of training, checking instructions, verifying any relevant person's identity and ensuring we are meeting our service standards and regulatory obligations. These recordings may be used as evidence if there is a dispute. Any such recording or monitoring of communications will be carried out in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017.

8 STORAGE OF CLIENTS DOCUMENTS

- 8.1 NWH is entitled to retain all information and documentation which has come into existence in the course of NWH's provision of Services to the Managed Structure.
- 8.2 NWH will retain such information and documentation for as long as it shall deem necessary taking into account applicable laws, rules and regulations from time to time and any relevant prescription and limitation periods, or for so long as any invoices outstanding in relation to the Managed Structure remain unpaid.
- 8.3 During the period described in clause 8.2 NWH reserves the right, but has no obligation, to make electronic copies of any such documents, correspondence, memoranda and notes and, save for original signed documents, NWH reserves the right to destroy hard copies and store the remainder for filing electronically. After the period of retention described in clause 8.2 (whether in electronic form or otherwise) of such documents, correspondence, memoranda and notes, NWH has the right to destroy all such files. In accepting these Terms and Conditions the Client consents to the destruction of such files.
- 8.4 Should NWH need to retrieve files (electronic or hard copy) from storage, either in relation to new instructions to act for the Client (where the archived files are relevant) or where the

Client has asked NWH to retrieve specific documents or papers, NWH reserves the right to charge for such services.

- 8.5 Upon the termination of the relationship between the Client and NWH in accordance with clause 15 and the payment of all fees, expenses and disbursements of NWH (including those reasonably incurred by NWH in transferring the Services to another service provider) and subject to NWH's rights under clause 8.3, NWH shall hand over to the Client or Managed Structure (as applicable) or its representative or, failing that, its auditors, the Statutory Records of the Client or Managed Structure (as applicable) in the possession of NWH.

9 DATA PROTECTION

- 9.1 NWH may use, store, transfer or otherwise process personal data about the Client and/or its employees, agents, representatives and/or beneficial owners (the 'data subject'), including special category data: for the purposes of providing the Services, managing its relationship with the Client and otherwise discharging its obligations towards the Client and/or the Managed Structure; for the purposes of complying with its legal and regulatory obligations; in order to achieve its legitimate interests as a business, provided that such legitimate interests are not outweighed by the interests, rights and freedoms of the data subject(s); and/or where the data subject concerned has consented to the processing of his or her personal data. Any such processing of personal data will be carried out in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2017.
- 9.2 NWH will provide you with a Privacy Notice setting out how and why your personal data might be processed and your rights in relation to such processing.

10 DISCLOSURE

- 10.1 NWH shall treat information about the Client and Managed Structure as confidential.
- 10.2 Notwithstanding clause 10.1 or any provision of the constitutional documents of any Client or any Managed Structure, NWH may disclose information which would otherwise be confidential if, and to the extent that, the disclosure:
- (a) is required to enable NWH and/or the Managed Structure to meet its legal and regulatory obligations;
 - (b) is required or reasonably requested by any securities exchange, listing authority, tax authority or regulatory or governmental body to which NWH, the Client and/or the Managed Structure is subject or submits, wherever situated, whether or not the requirement to disclose the information has the force of law;
 - (c) is made to NWH's, the Client's or the Managed Structure's duly appointed delegates, sub-contractors, agents or professional service providers (such as bankers, investment managers and advisors, legal advisors, and accountants);
 - (d) is otherwise necessary or desirable for the management of NWH's relationship with the Client or to enable NWH to provide the Services or otherwise discharge its obligations towards the Client and/or the Managed Structure;

- (e) Is made to a third party pursuant to a proposed or actual merger, restructure, sale or acquisition of NWH;
- (f) Is made to an 'Associated Company' (as defined in the Companies (Guernsey) Law, 2008) of NWH's; or
- (g) relates to information that has come into the public domain through no fault of NWH's, where such information was in NWH's possession prior to the date it was obtained in connection with the Services rendered under these Terms and Conditions, or where such information was obtained or independently developed by NWH on a non-confidential basis.

11 CONFLICTS OF INTEREST

- 11.1 NWH shall avoid, manage or minimise any actual or potential conflict of interest that may arise, in accordance with NWH's policies and procedures. For the avoidance of doubt this may result in NWH terminating its relationship with the Client under clause 15.3(e).
- 11.2 The Services provided to any Managed Structure are not exclusive and NWH shall be free to provide similar services to other clients and to retain for its own benefit all fees or other monies payable by any Managed Structure. Subject to all applicable laws, rules and regulations, NWH shall not be deemed to be affected with notice of or to be under any duty to disclose to the Client or any Managed Structure any fact or thing which comes to the notice of NWH in the course of providing similar services to others or in the course of its business in any other capacity or in any manner otherwise than in the course of carrying out its duties.
- 11.3 NWH generally does not, but shall reserve the right to, retain any commission, retrocession or fee which is paid or may become payable to NWH notwithstanding that such reasonable commission, retrocession or fee is payable as a direct or indirect result of its engagement with the Client or any dealing with property which is or may become associated with such engagement. NWH shall notify the client of any such commission, retrocession or fee received.

12 LIABILITY OF NWH

- 12.1 The Client acknowledges and agrees that NWH shall not be liable to the Client or Managed Structure for any loss, damage, expense, or liability suffered by the Client or the Managed Structure in connection with the operation of the Managed Structure's account(s) and the performance or non-performance of any Services other than loss, damage, expense or liability arising from the fraud, wilful misconduct or gross negligence of NWH. NWH shall not be liable in respect of errors made by an external service provider. NWH shall not under any circumstance whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the provision of the Services.
- 12.2 The Client further acknowledges and agrees that all of the Managed Structure's assets held in custody for the Managed Structure or held with third parties on the Managed Structure's behalf, including assets held in a fiduciary capacity, may be held and applied by the way of lien and set-off against any liability that the Client or Managed Structure may owe to NWH

(including any contingent liability), and the proceeds of sale of such assets may be set-off against such liabilities irrespective of maturity or currency. NWH is authorised to assign any claims resulting from any Services provided to the Client or Managed Structure at any time without the Client's prior consent. To this extent the Client releases NWH from any duty of confidentiality owed to the Client.

13 TAXATION AND LEGAL

13.1 NWH has not provided and does not hold itself out as providing, and has no liability in respect of, any tax, legal or other advice concerning the Client and/or Managed Structure. The Client acknowledges and agrees that NWH is not liable in the event of any tax or legal decision in any jurisdiction adverse to the Client or Managed Structure or any other person or entity arising directly or indirectly out of the provision of the Services. The Client is recommended to consult with appropriate independent professional tax specialists before engaging NWH.

13.2 The Client shall, when requested by NWH, provide such evidence as NWH may reasonably require concerning the Client's tax status under Guernsey's or other jurisdictions' tax laws.

13.3 NWH may provide sponsor services to Clients and Managed Structures in respect of such Client's or Managed Structure's reporting requirements under FATCA, CRS, or any applicable IGA(s) (**Sponsor Services**). Such Sponsor Services may be provided in addition to other Services provided by NWH, or may be provided as a sole service to the Client or Managed Structure. Whether or not NWH has been engaged to provide Sponsor Services to a Client or a Managed Structure, NWH may disclose information to the competent tax authorities pursuant to clause 10.2(a). For the avoidance of doubt, NWH shall not be required to provide Sponsor Services to the Client or Managed Structure unless it has expressly agreed in writing to do so.

13.4 The Client undertakes to keep NWH fully informed and updated of any information relevant to any disclosures required under FATCA, CRS or any applicable IGA(s).

14 INDEMNITY

The Client hereby indemnifies NWH against any actions, proceedings, claims and liabilities against NWH or for which NWH may be liable arising out of or in connection with the performance or non-performance of any Services, unless caused by the fraud, wilful misconduct or gross negligence of NWH.

15 TERMINATION

15.1 Either party may terminate its relationship with the other party at any time upon giving not less than 90 days' prior written notice to the other party.

15.2 The Client may terminate its relationship with NWH at any time and with immediate effect in the event that NWH commits a material breach of any provision of these Terms and Conditions (which, if remediable, is not remedied within 30 days of such breach).

15.3 NWH may terminate the Client's relationship with NWH at any time and with immediate effect upon the occurrence of one or more of the following events:

- (a) the Client fails to produce the due diligence material required under clause 4 (within the time limits described therein);
- (b) the Client commits a material breach of any provision of these Terms and Conditions (which, if remediable, is not remedied within 30 days of such breach);
- (c) the Client or Managed Structure has failed to pay NWH's fees within 90 days of receiving NWH's invoice;
- (d) the Client or Managed Structure (in relation to any law or jurisdiction):
 - (i) is unable to pay its debts when due or is otherwise insolvent;
 - (ii) resolves or takes any step or procedure, preparatory to or for the stopping or suspending of payments;
 - (iii) is subject to any order in respect of bankruptcy, winding-up, compromise with creditors, execution of judgement, sequestration or attachment of assets including being declared *en désastre*; or
- (e) NWH considers it no longer appropriate to perform Services for or on behalf of the Client.

15.4 If NWH ceases to act for the Client or Managed Structure, the Client or Managed Structure will be responsible for all work in progress, fees, charges, expenses and disbursements up to the date of termination and for any costs and disbursements reasonably incurred in connection with the termination (including the transfer of any work to another service provider).

15.5 If, following the termination of the Client's relationship with NWH (either by the Client or NWH), there are outstanding fees, charges, expenses or disbursements owed to NWH, NWH has the right to retain the Managed Structure's Statutory Records and other belongings within NWH's control until such fees, charges, expenses or disbursements are paid in full.

16 FORCE MAJEURE

NWH shall not be liable to the Client or Managed Structure for any failure, delay or interruption in the performance of its obligations which result from any occurrence not reasonably within NWH's control. This shall include, but not be limited to, industrial disputes, acts or regulations of any governmental bodies or authorities and breakdown, failure or malfunction of any telecommunication or computer service or systems. NWH shall have no responsibility of any kind for any loss or damage thereby incurred or suffered by the Client or Managed Structure. In any such case, all amounts due to NWH hereunder shall continue to be paid as and when due, NWH's remaining obligations shall continue in full force and effect and all NWH's obligations shall be performed or carried out as soon as legally and practically possible after the cessation of such events or circumstances.

17 COMPLAINTS PROCEDURE

Any complaints about the services provided by NWH will be handled in accordance with NWH's formal compliant handling procedure, a copy of which will be provided to the Client at the outset of the relationship and at any other time on request.

18 COPYRIGHT

- 18.1 All correspondence, files and documents (other than Statutory Records) and all information and data held by NWH on any computer system is the sole property of NWH, for its own use and the Client acknowledges that it has no right of access or control over such information except to the extent provided for under the Data Protection (Bailiwick of Guernsey) Law, 2017.
- 18.2 Our website (www.nwhglobal.com) and all material contained in it, provides general information only. None of its content constitutes legal or professional advice, and it should not be relied upon as such.
- 18.3 NWH does not accept responsibility for any loss which may arise from reliance on information contained in this website. NWH does not guarantee that documents or files within this website are virus-free. NWH has endeavoured to ensure that the contents and information it provides on its website is accurate at the time of posting but it cannot guarantee the accuracy of contents or information contained in its pages and any person using information contained in them does so entirely at their own risk.
- 18.4 All text, images and other content on our website is copyright of NWH, unless explicitly stated otherwise. The Client may not download or copy such content without first obtaining permission from a director of NWH, except for personal or non-commercial use.
- 18.5 If the Client wishes to reproduce website content in any other way, or for any other purpose, the Client must first contact NWH and obtain permission from one of NWH's directors. NWH is not responsible for the contents, nor does it warrant the accuracy or reliability of any linked website. NWH, to the extent permissible by law, excludes all liability which may arise from the Client's use or reliance on the information or contents contained in the linked website. All trademarks on our website remain the property of their respective owners and are used for identification purposes only.
- 18.6 Although care is taken to check and test material at all stages of production, NWH shall not be responsible for any loss, disruption or damage to the Client's data or the Client's computer system which may occur whilst using material derived from the website.

19 PARTIAL INVALIDITY

Each of the provisions of these Terms and Conditions shall be severable and distinct from one another, and if at any time any one or more of those provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Furthermore, in such circumstances, unless the basic intention of the parties is materially prejudiced thereby, the parties shall use best efforts to agree revised terms approaching, to the fullest extent possible, the terms originally agreed and which are, or have, become invalid, illegal or unenforceable.

20 JOINT AND SEVERAL LIABILITY

Where the Client comprises of more than one person:

- (a) each such person hereby appoints the other such person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf; and
- (b) the obligations of the Client in connection with the transaction shall be joint and several.

21 TRANSFERS

The obligations under these Terms and Conditions bind, and the rights will be enforceable by, the parties and their respective successors, permitted assigns and executors. The Client may not assign or otherwise transfer any of its respective rights and obligations under these Terms and Conditions, any corresponding transaction or any contract without the prior written consent of NWH. NWH may assign or otherwise transfer any or all of NWH's rights under these Terms and Conditions, any corresponding transaction or any contract without the Client's prior written consent.

22 VARIATION

NWH may change any provision of these Terms and Conditions and our standard fee letter and hourly rates at its discretion. Any such amendments made will take effect on a date specified by NWH, provided that by this date the amendments made are available from our offices or via our website.

23 GOVERNING LAW AND JURISDICTION

- 23.1 These Terms and Conditions and any other agreement in writing between NWH and the Client (together, the Agreement) and any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Island of Guernsey.
- 23.2 The parties irrevocably agree that, unless NWH chooses (and it shall have a right to so choose) to bring a claim or dispute (including any claim or dispute for or in respect of the enforcement of a debt or judgment) against the Client or Managed Structure in any other court of competent jurisdiction, the Royal Court of Guernsey shall have exclusive jurisdiction to determine all and any claims and disputes in respect of the Agreement including any claims for the enforcement of a debt or judgment against NWH.