

**C L I F F O R D
C H A N C E**



HOW ENGLISH JUDGMENTS WILL BE ENFORCED IN THE EU POST BREXIT

2021

INTRODUCTION

There is a prevalence in international agreements of parties electing to resolve their disputes before the English courts.

It is therefore unsurprising that of the many questions that clients have to face in the aftermath of Brexit, one of the most common is whether their English judgment will continue to have the same value in Europe and how will they enforce it?

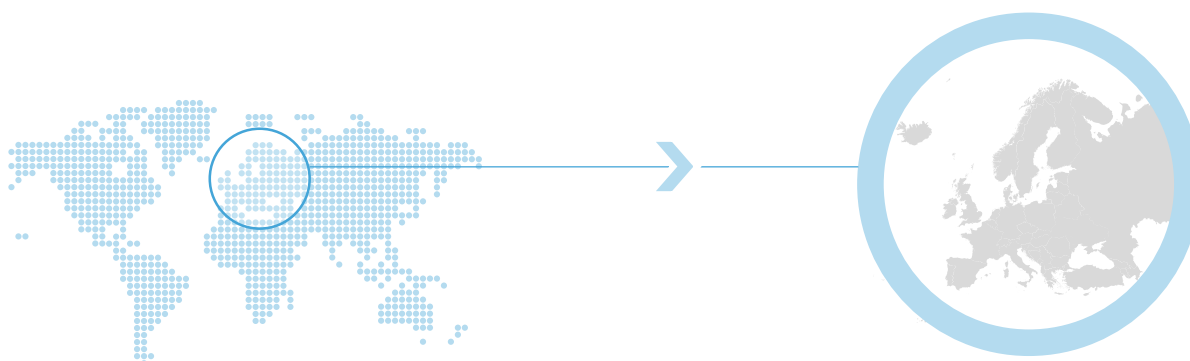
For the reasons further explained, clients can rest easy that in practice English law and the decisions of the English courts will still be upheld, albeit using different routes.

From 1 January 2021 the Brussels I Regulation (recast) (the “**Brussels Regulation**”) and Lugano Convention cease to apply in the United Kingdom.¹ This means that for all proceedings that were not instituted prior to 1 January 2021, parties have two options when seeking enforcement of an English judgment in the European Union – under either (a) the 2005 Hague Convention on Choice of Court Agreements (the “**Hague Convention**”) or (b) the domestic law of the relevant EU Member State.

The Hague Convention, similar to the Brussels Regulation, requires EU and UK courts to honour the jurisdiction clause and enforce any resulting judgment. However, a party can only seek to enforce a judgment under the Hague Convention if (a) the jurisdiction clause is exclusive, and (b) the agreement was entered into on, or after, the day on which the Convention came into force for the contracting state. It is not yet resolved between the UK and the EU as to whether the Convention came into force for the UK by virtue of its membership of the EU on 1 October 2015, or in its own right on 1 January 2021. We may have to wait on a ruling on this question from the Court of Justice of the European Union (the “**CJEU**”).

For a party that cannot rely on the Hague Convention (whether that is due to a non-exclusive jurisdiction clause, or an agreement that does not fall within the relevant time frame), it is necessary for that party to understand the domestic laws of the jurisdiction where they are seeking to enforce an English court judgment. We have therefore compiled an overview on a country-by-country basis on how English judgments will be enforced in various European jurisdictions in a post Brexit world. Our analysis consists of summaries from Belgium, the Czech Republic, France, Germany, Italy, Luxembourg, the Netherlands, Poland, Romania and Spain.

As judgments are enforced over time, there will inevitably be nuances that arise and create clarity on the practicalities of the requirements in each jurisdiction. Clifford Chance’s global offices will be monitoring those developments and are available to assist in the relevant jurisdiction.



¹ The UK applied to join the Lugano Convention in April 2020. Iceland, Norway and Switzerland have issued statements in support of the United Kingdom’s intention to accede. However, the Convention requires unanimous consent from all parties, and as the EU has not yet confirmed whether it will agree to the UK’s application, the Lugano Convention is not yet in force.

KEY THEMES

English judgments will be enforced in the EU jurisdictions examined below even without a specific treaty. Although the procedures may take a little longer than under the previous Brussels Regulation regime, enforcement of English judgments will be possible, even if they fall outside the Hague Convention, subject to these common requirements:

- (i) the judgment is for a fixed sum of money,
- (ii) the English court had jurisdiction,
- (iii) there is no conflict between English judgment and prior domestic law judgment/proceedings
- (iv) procedural requirements were upheld including a defendant's rights of defence
- (v) the judgment does not give rise to a breach of public policy,
- (vi) the judgment was not obtained by fraud.



If the specific conditions under domestic law are met, the courts of that jurisdiction should routinely recognise and enforce the English judgment without examining the merits of the case.



When applying for recognition and enforcement parties should also consider access to interim or conservatory measures over any assets in that jurisdiction which may be available to meet the English judgment debt. As set out below, these measures are widely available across the EU jurisdictions.



Recognition

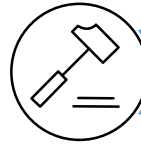
An English judgment will be recognised and declared enforceable in Belgium through exequatur proceedings, subject to the following conditions:

- (i) the English court had jurisdiction to rule over the dispute,
- (ii) the enforcement of the English court judgment does not breach international Belgian public policy principles,
- (iii) the English court judgment was not obtained by fraud, and
- (iv) the respondent's rights of defence were not infringed upon in England.

Furthermore, the English judgment must not conflict with a Belgian judicial decision or foreign judicial decision capable of recognition in Belgium, if such foreign decision was handed down prior to the English judgment. Where Belgian international private law applies, the Belgian court will also refuse to declare an English judgment enforceable if judicial proceedings relating to the same dispute were commenced in Belgium prior to the commencement of the English proceedings (and the Belgian court has jurisdiction over the dispute).

Finally, recognition and enforceability may be denied if it would breach specific grounds of Belgian international private law, for example, matters relating to the registration or validity of intellectual property, if the registration occurred or had to occur in Belgium according to international treaties; decisions concerning company law (validity, internal functioning, dissolution and liquidation) of a company with its head office in Belgium, and including the opening a main insolvency proceeding of a debtor having its principal place of business in Belgium. Recognition may also be denied if the judgment has been obtained in the English court to circumvent the application of mandatory Belgian laws that would otherwise have applied.

In satisfying itself of these conditions, a Belgium court will not examine the merits of the case.



Steps for Enforcement

The petition to declare an English judgment enforceable in Belgium is brought by way a written application without notice to the judgment debtor and a decision can be obtained in a matter of days, or a couple of weeks at most.

However, the petitioner cannot enforce the English judgment until the exequatur decision is no longer subject to appeal (i.e. one month after the notification of the court decision) or has been confirmed on appeal. If pursued, Appeal proceedings may typically last between 12 and 24 months. During that period of time, the creditor is only entitled to perform conservatory measures over the debtor's assets. Provided that the English judgment established a monetary claim in favour of the creditor, such conservatory measures may be performed without prior authorisation from a Belgium court.

Once the exequatur decision is no longer subject to appeal or has been confirmed on appeal, the creditor will be entitled to take enforcement measures on the debtor's assets in Belgium.



Recognition

A party may seek recognition and enforcement of an English judgment pursuant to the Czech Act on Private International Law, which applies in matters of civil disputes that do not fall under the scope of the Hague Convention. Any application for recognition and enforcement is subject to the following conditions:

- (i) the matter does not fall under the exclusive jurisdiction of the Czech courts,
- (ii) proceedings are not underway before a Czech court and those Czech proceedings started prior to the English proceedings, (iii) a Czech court has not already issued a legally effective judgment or the judgment of a third state has not already been recognized in the Czech Republic in regards to the same subject matter,
- (iv) a participant in the proceedings, with regard to whom the judgment is to be recognised, has not been deprived of the ability to duly participate in the proceedings, especially if the summons or motion to commence the proceedings has not been served on the participant,
- (v) any such recognition would clearly contravene public order, or
- (vi) where the English judgment is aimed at a citizen of the Czech Republic or a Czech legal entity, reciprocity has not been guaranteed.



Steps for Enforcement

A motion for court enforcement² must be lodged with the court of first instance according to the place of residence of the defendant (if the defendant is a resident of the Czech Republic) or, alternatively, the place where the defendant has assets in the Czech Republic.

The motion must include the relevant judgment with a statement from the competent foreign authority confirming that the judgment became final and conclusive (i.e. is legally effective). Although the judgment needs to be first recognized by the Czech court before it can be enforced, the recognition takes place as part of the enforceability proceedings and no special submission or decision is required. The Czech court will simply take an English judgment into consideration before it is enforced as if it were a decision of a Czech court, without examining the merits of the case. Provided that none of the restrictions apply, the judgment will be enforced in the Czech Republic.

The time frame for recognition and enforcement varies from case to case. One of the most important factors is the debtor's solvency. If the debtor is solvent, the enforcement proceedings will take 6 to 24 months depending on the type of assets involved in the enforcement proceedings and the procedural activity of a debtor. If the debtor is not solvent, the enforcement proceedings may take longer and may even be dismissed by the Czech court if it is revealed that the debtor does not have enough funds to cover the cost of the enforcement.

It is possible to ask the court to take interim measures if the enforceability of the judgment is endangered. These measures can be used either before or after the commencement of the enforcement proceedings. In order to succeed in the application to take interim measures, the creditor must demonstrate that it is necessary to take such measures and that, were they not taken, the enforceability of the judgment would be endangered. When an enforcement order is issued, the debtor is restricted from freely disposing with the assets which are subject to the enforcement.

If the court is satisfied that there are no elements that would restrict the enforceability an English judgment in the Czech Republic, the court will seize the debtor's assets that are located in the Czech Republic in line with the motion to enforce, up to the amount determined in the judgment.

² There is also private enforcement, however it is not clear yet whether this type of enforcement is available post Brexit.



Recognition

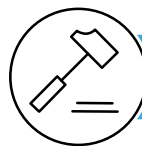
An enforceable and valid English judgment for a fixed sum of money will be recognised and declared enforceable in France through exequatur proceedings,³ subject to the following conditions:

- (i) the English court had jurisdiction to rule over the dispute,
- (ii) the enforcement of the English court judgment does not breach International French public policy principles, and
- (iii) the English court judgment was not obtained by fraud.

Furthermore, the English judgment must not conflict with

- (i) an enforceable French judicial decision with *res judicata*, or
- (ii) with a foreign decision which would meet the requirements for recognition and enforcement in France, if such foreign decision was handed down prior to the English judgment.

In verifying that these conditions are met, the French judge will not examine the merits of the case.



Steps for Enforcement

Obtaining a decision granting exequatur to an English judgment before a first instance court could take between 10 and 18 months, depending on the opposing parties' appetite to defend the case. Once exequatur is granted the creditor will be entitled to take enforcement measures on the debtor's assets in France (except if the first instance decision is declared to be non-enforceable during the time of the appeal proceedings, if any).

It is possible, and in most cases advisable, to take interim measures awaiting the ruling on exequatur of the English decision (given that, as indicated above, it can take several months to obtain a definitive ruling). In this respect, the creditor will have to demonstrate

- (i) a receivable which appears justified in principle (this is generally considered to be the case when the creditor benefits from a foreign judgment), and
- (ii) there are circumstances which may threaten the payment of such receivable.

Once the English judgment is declared enforceable in France, it will be possible to seize the debtor's assets that are located in France, up to the amount provided for in the judgment.

³ There is dispute over whether a Bilateral Convention between France and the UK, aimed at facilitating the reciprocal enforcement of judgments, has been revived following Brexit. However, as the conditions for recognition and enforcement are the same under the Bilateral Convention and exequatur proceedings, if these conditions are adhered to by a party then in practice the result will be the same.



Recognition

A valid English judgment for a fixed sum of money should be declared enforceable in Germany through exequatur proceedings subject to the requirements of section 328 of the German Code of Civil Procedure where:

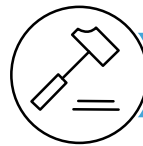
(i) the judgment is sufficiently precise, (ii) the judgment is enforceable in the UK, (iii) the judgment remains unsatisfied after it was given, (iv) the English court had jurisdiction according to German law, (v) the defendant was properly served and participated in the proceedings before the English court, (vi) the judgment is compatible with any pending proceedings in Germany, any judgment delivered in Germany, or earlier judgment handed down abroad that would be recognized in Germany (vii) recognition is compatible with principles of German law and fundamental rights, and (viii) reciprocity has been granted.

However, there is a possibility of a revival of the Convention between the Federal Republic of Germany and the United Kingdom of Great Britain and Northern Ireland for the Reciprocal Recognition and Enforcement of Judgments in Civil and Commercial Matters of 14 July 1960, (the “**Bilateral Convention**”), which was entered into between Germany and the UK before the Brussels I Regulation came into force. The Bilateral Convention would prevail over German domestic law. There is currently dispute over whether the Bilateral Convention is in force. Consequently, at this stage, it is advisable that parties meet both the requirements of the domestic law (as above), as well as the Bilateral Convention. According to the Bilateral Convention, German courts will declare a valid English judgment for a fixed sum of money, enforceable unless:

(i) the jurisdiction of the English court is not recognised under the provisions of the Bilateral Convention,
(ii) the English judgment was given by default and the judgment debtor satisfies the German court that he was not aware of the proceedings in reasonably sufficient time to take action,
(iii) the English judgment cannot be recognised for reasons of German public policy, including where the judgment is in respect of a cause of action which had already formed the subject of another judgment between the same parties which is recognised in Germany as final and conclusive, has been obtained by fraud, or was given against or is sought to be enforced against a person entitled to immunity under public German law.

In verifying all the above conditions of German domestic law and those of the Bilateral Convention are met, the German judge will not examine the merits of the case.

HOW ENGLISH JUDGMENTS WILL BE ENFORCED



Steps for Enforcement

Obtaining a grant of exequatur to an English judgment before a first instance court could take between 4 to 24 months. Once exequatur is granted the creditor will be entitled to take enforcement measures on the debtor’s assets in Germany, subject to any appeal proceedings.

It is possible to take interim measures awaiting the ruling on exequatur of the English decision (given that, as previously indicated, it can take several months to obtain a definitive ruling). In this respect, the creditor will have to demonstrate (i) a receivable which appears justified in principle, and (ii) there are circumstances which may threaten the payment of such receivable.

Once the English judgment is declared enforceable in Germany, it will be possible to seize the debtor’s assets that are located in Germany, up to the amount provided for in the judgment.



Recognition

The recognition and enforceability of English judgments in Italy is regulated by Italian Private International law, specifically Law no. 218/1995. According to Art. 64 of Law 218/1995 an English judgment is automatically recognised in Italy provided that such judgment meets the following seven requirements:

- (i) the judgment must be given by a Court considered to have jurisdiction in accordance with the relevant Italian principles,
- (ii) the original writ of summons and/or claim have been properly served upon the defendant in compliance with English procedural law and the fundamental rights to a defence have not been violated,
- (iii) the parties have had adequate opportunity to fairly present their case, enter their appearance in the English proceedings or, if the judgment was rendered in default, it was granted according to English law,
- (iv) the judgment must be final and binding and no longer subject to appeal in the English courts,
- (v) the foreign judgment must not be contrary to an earlier judgment given by an Italian Court,
- (vi) no proceedings must be pending before any Italian Court in relation to the same subject matter and between the same parties which were started prior to the commencement of the English proceedings, and
- (vii) the rulings contained in the foreign judgment must not conflict with Italian public policy or with overriding mandatory provisions of Italian law.

In other words, recognition allows the English judgment to be introduced into the Italian legal system, with the same effects it has in England, without the need for a formal Italian Court order.

In verifying that these seven conditions are met, the Italian Court of Appeal will not examine the merits of the judgment given by the English court.



Steps for Enforcement

In order to obtain the exequatur, the interested party shall file a formal request with the Court of Appeal of the district where enforcement is sought, along with an original copy of the English judgment and a certified translation in Italian of the same. The counterparty may participate in the exequatur proceedings, raising any possible objection aimed at challenging the grounds for recognition.

The typical timeframe for the exequatur proceedings is 1 to 6 months, after which the interested party can commence enforcement proceedings in Italy, up to the amount provided for in the judgment.

The Court of Appeal's decision declaring or denying that the English judgment is recognised and enforceable can be challenged before the Italian Supreme Court, on limited grounds, within 60 days of service of the relevant decision.

If a creditor has reasonable grounds to believe that the debtor could jeopardise enforcement of a the English judgment while the exequatur proceedings are pending, the creditor may seek interim or conservatory measures. Indeed, in accordance with section 669 of the Italian Code of Civil Procedure, Italian Courts have jurisdiction to hear applications for interim measures if the substance of the matter falls within the jurisdiction of a foreign state, provided that the measure is to be enforced in Italy.



Recognition

An enforceable and valid English judgment for a fixed sum of money may be recognised and declared enforceable in Luxembourg on the basis of article 678 of the Luxembourg New Code of civil procedure, provided the following conditions are met:

- (i) the English judgment is enforceable in the United Kingdom,
- (ii) the English court had international jurisdiction to rule over the dispute (in particular determining that the Luxembourg courts did not have exclusive jurisdiction for the matter), (iii) the enforcement of the English court judgment does not breach International Luxembourg public policy principles – both procedurally (notably the preservation of the rights of defence) as well as substantively (notably, the English judgment must not violate rules of public policy that are considered to be particularly imperative under Luxembourg law), and
- (iv) the English court judgment was not obtained by fraud.

The Luxembourg judge will not examine the merits of the case.



Steps for Enforcement

Procedurally speaking, the path leading towards the exequatur of an English court decision is quite different to the procedure under the Hague Convention, which is unilateral. The party seeking the exequatur must summon the party against which enforcement is sought before a Luxembourg Court. The procedure will be guided by the adversarial principle where the defendant to the exequatur may present its arguments as to why the exequatur should not be granted. In the first instance, the estimate for obtaining exequatur is between 10 and 18 months, mainly depending on the defendant's attitude and willingness to litigate the case. The adverse party can appeal the judgment granting the exequatur and the English judgment may, in principle, not be enforced until the judgment granting exequatur has acquired res judicata.

In none of the above scenarios would the Luxembourg judge examine the merits of the case.

It is possible, and in most cases advisable, to take conservatory measures awaiting the ruling on exequatur of the English decision (given that, as indicated above, it can take several months to obtain a definitive ruling). In this respect, the creditor will have to demonstrate that

- (i) it has a receivable which appears justified in principle (this is generally considered to be the case when the creditor benefits from a foreign judgment) and
- (ii) there are circumstances which may threaten the payment of such receivable.

Once the English judgment is declared enforceable in Luxembourg it will be possible to seize the debtor's assets or receivables that are located in Luxembourg. Any conservatory measures such as seizures already implemented will be respectively validated and rendered definitive (and, in case of attachments on receivables or bank accounts, facilitate the transfer of legal ownership of these sums).



Recognition

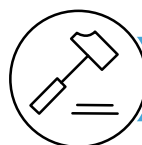
A valid English judgment for a fixed sum of money may be enforceable in the Netherlands by the 1967 Bilateral Treaty between the UK and the Netherlands (if revived), after obtaining leave of the Dutch courts for enforcement by *exequatur* proceedings.

Assuming that an English judgment would be enforceable in the Netherlands by virtue of a treaty, the Dutch courts will subject the English judgment to the review provided for by the applicable treaty. In practice, this means enforcement can only be refused on the grounds set out in relevant treaty – e.g. if the English judgment would be manifestly incompatible with the public policy of the Netherlands, obtained by fraud or inconsistent with a judgment given in the Netherlands in a dispute between the same parties. The Dutch courts will also need to establish that the English judgment is enforceable in the UK. There is currently a debate on whether the Bilateral Treaty⁴ has been revived.

In the absence of any applicable treaty, the case will be tested by the Dutch courts pursuant to *exequatur* proceedings. In practice, the English judgment will be recognised in the Netherlands if:

- (i) the English court had jurisdiction pursuant to generally accepted international standards,
- (ii) the English judgment was a result of legal proceedings that meet the requirements of due process,
- (iii) the recognition of the English judgment is not contrary to the public policy of the Netherlands, and
- (iv) the English judgment is not inconsistent with a judgment given in the Netherlands in a dispute between the same parties, or with a previous judgment of a foreign court that was given between the same parties in a dispute involving the same subject and based on the same cause, provided that the earlier decision may be recognised in the Netherlands.

Provided that these conditions are met, the merits of the case itself will not be re-examined by the Dutch courts.



Steps for Enforcement

The duration of first instance proceedings in which enforcement is sought is estimated to take between 6 and 12 months. The duration is to a large extent dependent on whether or not the party against whom enforcement is sought will put forward a defence. After enforcement is granted as part of the first instance proceedings, enforcement measures may be taken against the debtor's assets in the Netherlands, unless the first instance judgment is declared non-enforceable pending the appeal proceedings (if any).

It is possible, and in most cases advisable, to take interim measures awaiting the ruling on enforcement of the English judgment, such as conservatory attachment.

Once the English judgment has been declared enforceable in the Netherlands, a conservatory attachment will be converted into an executory attachment by operation of law. It is then possible to definitively seize the debtor's assets that are located in the Netherlands up to the amount provided for in the judgment.

⁴ The Convention between the Kingdom of the Netherlands and the United Kingdom of Great Britain and Northern Ireland providing for the Reciprocal Recognition and Enforcement of Judgments in Civil Matters dated 17 November 1967.



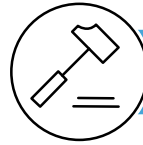
Recognition

In Poland an English judgment for a fixed sum of money should be declared enforceable through an exequatur procedure, conducted in accordance with the Polish Code of Civil Procedure.

Pursuant to Polish civil procedure the exequatur will be granted on condition that:

- (i) the judgment is final and binding in England,
- (ii) the subject matter of the judgment was not within the exclusive jurisdiction of Polish courts,
- (iii) if the defendant did not defend himself on the merits, the defendant was duly served with an initial pleading in enough time to enable the defence,
- (iv) a party was not denied the opportunity to defend its case,
- (v) a case involving the same claim between the same parties was not brought before a Polish court beforehand,
- (vi) the judgment is not contrary to another recognisable final judgment of a Polish or foreign court made between the same parties with regard to the same claim, and
- (vii) the judgment does not violate Polish public policy.

Apart from examining the above conditions, the Polish court will not review the merits of the case.



Steps for Enforcement

In order to obtain exequatur in Polish courts, the creditor is obliged to submit a written application and attach the following documents (with certified translations into Polish):

- (i) an official copy of the judgment, and also if not clear from the judgment itself,
- (ii) a document confirming that the judgment is final and binding in England, and
- (iii) a document confirming that the judgment is enforceable in England.

Furthermore, if in the court proceedings the defendant did not defend himself on the merits, the creditor must also submit proof that the initial pleading was served upon the defendant.

Overall, first instance and any appeal proceedings combined typically take between 12 and 24 months. Following the appeal judgment by the court, a cassation appeal is available, but this is an extraordinary form of review subject to limited grounds. Filing of the cassation appeal does not suspend enforcement in absence of a specific motion for suspension evidencing potential damage resulting from enforcement pending the cassation proceedings.

Pending the exequatur proceedings, the creditor may apply for an interim, conservatory measure against the judgment debtor. Here, the creditor must demonstrate that lack of the security will prevent it from enforcing the judgment after the exequatur is obtained.

Once the writ of execution is final and binding, the English judgment becomes an enforceable title and the creditor may apply to the enforcement authorities (court bailiffs supervised by district courts) to commence the enforcement proceedings.



Recognition

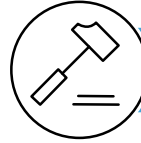
A final enforceable and valid English judgment in civil or commercial matters for a fixed sum of money should be recognised and declared enforceable in Romania through exequatur proceedings. The recognition and enforcement will occur under domestic private international law rules contained in the Romanian Code of Civil Procedure, subject to the following requirements:

- (i) the English court had jurisdiction to rule over the dispute,
- (ii) the service of process was duly made and the right to defence was not breached,
- (iii) the enforcement of the English court judgment does not breach Romanian international public policy principles,
- (iv) the English court judgment was not obtained by fraud,
- (v) the limitation period for enforcement of such judgment has not expired, and
- (vi) there must exist reciprocity regarding the effects of foreign judgments between Romania and the foreign jurisdiction which rendered the judgment whose recognition is sought (at this time, it is not clear from Romanian court practice if such reciprocity exists between Romania and the UK).

Furthermore, the relevant English judgment must not conflict with

- (i) an enforceable Romanian judgment with *res judicata* or
- (ii) with a foreign decision which would meet the requirements for recognition and enforcement in Romania, if such foreign decision was handed down prior to the English judgment.

In verifying that these conditions are met, the Romanian judge will not examine the merits of the case.



Steps for Enforcement

Obtaining a decision to grant exequatur of an English judgment before a first instance court may take between 2 and 6 months, mainly depending on the opposing parties' appetite to defend the case. The creditor will then be entitled to take enforcement measures on the debtor's assets in Romania (except if the first instance decision is declared to be non-enforceable during the time of the appeal proceedings, if any).

It is possible, and in most cases advisable, to take interim protective measures awaiting the ruling on exequatur of the English judgment (given that, as indicated above, it can take several months to obtain a definitive ruling). In this respect, the creditor will have to demonstrate that it has a claim expressed in writing and which is due and payable and that it handed down a request for exequatur of the English judgment. In approving the creditor's request, the Romanian court may specify the payment of a bond by the creditor.

Once the English judgment has been declared enforceable in Romania, it will be possible to seize the debtor's assets that are located in Romania, up to the amount provided for in the judgment.



Recognition

A final and binding English judgment should be recognised and declared enforceable in Spain through exequatur proceedings, subject to the below criteria:

- (i) the English court had jurisdiction to rule over the dispute,
- (ii) the enforcement of the English court judgment does not breach Spanish public policy principles, and
- (iii) the English court judgment was not rendered in manifest violation of the rights of defence of either party.

Furthermore, the English judgment must not conflict with

- (i) an enforceable Spanish judicial decision with res judicata,
- (ii) ongoing proceedings in Spain between the same parties and with the same object, initiated prior to the English proceedings, or
- (iii) with a foreign decision which would meet the requirements for recognition and enforcement in Spain, if such foreign decision was handed down prior to the English judgment.

In verifying that these conditions are met, the Spanish judge will not examine the merits of the case.



Steps for Enforcement

Obtaining a decision to grant exequatur of an English judgment before a first instance court may take between 6 and 18 months, mainly depending on the opposing parties' appetite to defend the case and the workload of the Spanish court. The creditor will then be entitled to take enforcement measures on the debtor's assets in Spain (except if the first instance decision is declared to be non-enforceable during the time of the appeal proceedings, if any).

It is possible, and in most cases advisable, to take interim measures (i.e. an interim freezing order) awaiting the ruling on exequatur of the English decision (given that, as indicated above, it can take several months to obtain a definitive ruling). In this respect, the creditor will have to demonstrate that there are circumstances which may threaten the enforcement of the English judgment.

Once the English judgment is declared enforceable in Spain, it will be possible for the creditor to seize the debtor's assets that are located in Spain, up to the amount provided for in the judgment, plus interest and legal costs.

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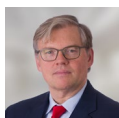
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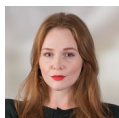
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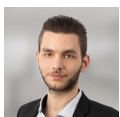
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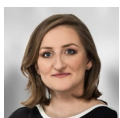
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