

## Contract Jurisdiction

1. A plaintiff may bring an action in contract in the courts of a State in which -
  - a) in matters relating to the supply of goods, the goods were supplied in whole or in part;
  - b) in matters relating to the provision of services, the services were provided in whole or in part;
  - c) in matters relating both to the supply of goods and the provision of services, performance of the principal obligation took place in whole or in part.
2. A plaintiff may bring an action in contract in the courts of the State in which the defendant has engaged in frequent or significant activity, or has [intentionally] directed such activity into that State, for the purpose of promoting [the conclusion of contracts] [, or negotiating] or performing a contract, provided that the claim is based on a contract directly related to that activity.
3. The preceding paragraphs do not apply to situations where the defendant has taken reasonable steps to avoid entering into or performing an obligation in that State.
- [4. The preceding paragraphs do not apply to situations where the sole relevant activity is the payment of money provided that this exclusion shall not apply where the performance required on both sides consists of the payment of money (such as a loan or a contract for the purchase and sale of currency).]