DAC BEACHCROFT

Standard Terms and Conditions

1. Introduction

1.1 DAC Beachcroft is an international legal business which operates through separately constituted and regulated legal entities. Each DAC Beachcroft entity is authorised and regulated by the appropriate Regulatory Authority and governed by the professional rules or code of conduct as applicable to that entity. For further details of our offices, members, use of email, regulatory information and complaints procedures please visit www.dacbeachcroft.com.

1.2 We use the expressions "we", "us" and "our" to refer to DAC Beachcroft and "you" and "your" to refer to you, our client. We also use the expression "charges" to avoid repeating the expression "fees, disbursements and expenses", all of which are included on each occasion when this word is used. Where we use the word "partner" we are referring to a member of DAC Beachcroft, or an employee or consultant of any of the entities of the DAC Beachcroft group, as identified on our website from time to time or any other group company, affiliate or successor of any of them, where a group company means its subsidiary undertakings and parent undertakings as those terms are defined in section 1162 of the Companies Act 2006 (together the "DAC Beachcroft Group").

1.3 For the purpose of these standard terms and conditions ("Terms"), the contracting DAC Beachcroft legal entity is set out in our letter of engagement (the "Letter of Engagement") to you and is further defined in the Appendix. Unless a capitalised term is defined in the body of these Terms, the term has the meaning ascribed to it in the table set out in the Appendix. These Terms set out the general terms on which DAC Beachcroft will provide legal services to you. The accompanying Letter of Engagement incorporates these Terms (together "the Contract"). The Contract is between you (acting as principal) and the entity contracting with you, notwithstanding the fact that the provision of legal services may be carried out by personnel from any entity within the DAC Beachcroft Group. If there is any inconsistency between these Terms and those contained within the Letter of Engagement, the latter will prevail. If our relationship with you arises from membership of a mutual society the terms of your equivalent agreement will prevail.

1.4 You agree that none of the other entities within the DAC Beachcroft Group will have any liability to you and that you will not bring any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise, and including, but not limited to, a claim for negligence) in any way in respect of or in connection with the Contract against any of the other entities within the DAC Beachcroft Group or contrary to limitations and exclusions of liability applying to the liabilities and responsibilities of DAC Beachcroft and the DAC Beachcroft Group entities. The foregoing exclusion does not apply to any liability, claim or proceeding that cannot be excluded or limited under the relevant Jurisdiction.

1.5 If we, or any entity within the DAC Beachcroft Group supporting the delivery of the services agreed with you, are subject to a change of control which includes (but is not limited to) a partial or whole acquisition, sale, disposal or merger with another entity, or transfer of our business to another entity, all benefits, rights and liabilities arising from the Contract will automatically transfer to that new entity. Where the new entity is a company or LLP, any advice which we give to you after that point will be the responsibility of that company or LLP and not that of any individual member, employee or consultant.

1.6 We operate a "Client Partner" system to ensure that you have a single, senior lawyer who will be responsible for maintaining an overview of your affairs. Only your Client Partner has authority to agree a variation to the Contract on our behalf, and no variation shall be binding on us unless expressly made in writing.

1.7 The Contract incorporates and, in all respects in which they are different, replaces all previous representations and agreements between us. Your continuing instructions will amount to acceptance of the Contract. The Contract is subject to review and update from time to time. The most recent version of these Terms can be obtained on our website.

1.8 The Contract and any claim or dispute arising under it is governed by and construed in accordance with the legal, professional and/or regulatory requirements ("Applicable Law") in the Jurisdiction and subject to the exclusive jurisdiction of the courts in that Jurisdiction. However, we may bring proceedings against you in the courts of any other country which may have jurisdiction to recover fees or other sums payable to us.

2. Regulatory Requirements

2.1 Our role is as legal advisor. It is not part of our role to advise on the merits of entering into investment (including mortgage and insurance) transactions or exercising investment rights, or to act as a broker or arranger of transactions. Any decision to consider, discuss, negotiate or enter into a proposed investment transaction is a decision solely for you on the basis of your own assessment of the transaction and risks, and any advice which you may receive from a person authorised by the relevant Financial Services Act to give such advice.

2.2 Responsibility for regulation lies with the Regulatory Authority and responsibility for complaints handling lies with the Complaints Body.

2.3 If you are a party to whom an applicable Freedom of Information Act applies you agree that if you receive a request to disclose information about us or our retainer with you, then you will advise us of the request, the identity of the third party and the information you are intending to disclose as soon as possible and in any event prior to disclosure. We will then advise you promptly if we consider that the information you are intending to disclose is commercially sensitive, has been provided in confidence or if any other exemption to disclosure applies.

2.4 You agree that you will comply with all applicable provisions of, and not engage in any activity which would constitute an offence under all applicable anti-bribery and anti-corruption legislation and regulations. Where appropriate you will maintain up to date statutory registers, including where applicable, a register of persons with significant control. You acknowledge that where we identify any breach we may be required to report such matters to the applicable authorities in accordance with our legal and regulatory requirements.

3. Our Services

3.1 We have set out the agreed scope and objectives of your instructions in the Letter of Engagement. Any subsequent change will be discussed with you and, where appropriate, a new Letter of Engagement will be agreed.

3.2 We shall use reasonable skill and care in the provision of our services. Our role is to provide legal advice and not to advise on commercial or financial matters. We may sometimes make an assessment of the likely level of risk associated with different potential courses of action but you accept that such assessment should not be the primary basis upon which you make a decision. You agree that the size or acceptability of risk is a judgment for you.

3.3 We acknowledge that you may require commercially reasonable due diligence to be completed at either onboarding or thereafter.

In the event such a request is made:

3.3.1 we reserve the right to determine how we respond. This may include providing access to a self-service resource, where you can access information regarding our due diligence information, including but not limited to our products, security practices and adoption of artificial intelligence. We may also provide summary documentation as an alternative to responding directly to specific questionnaires;

3.3.2 that requires completion of a specific questionnaire or assessment that exceeds (in our sole view) standard due diligence, we reserve the right to charge for time and resources required to complete such request, with prior notice of any charges before proceeding; and

3.3.3 we will typically seek to review and respond within 28 days from the date of receipt of the request, unless otherwise agreed.

3.4 We will proceed on the basis of the factual information and instructions we have received from you and any consultants or third parties authorised by you. We will rely upon you to tell us as soon as possible if anything occurs which renders any information previously given to us incorrect, or incomplete. This information will form the basis of our advice to you. We shall not be responsible for any failure to advise or comment on any matter which falls outside the scope of your instructions or our relationship with you, or for our advice being used in a different context or on a matter upon which we were not engaged.

3.5 Our advice will be based on law and practice at the date it is given. Please ask us to update our advice if you wish to rely on it at a later date.

3.6 DAC Beachcroft is qualified to advise on matters of law within the applicable Jurisdiction. We do not offer any advice on any restrictions imposed by the United Nations, the European Union, United Kingdom, the United States of America and/or other countries/international organisations against certain individuals, entities, transactions or countries in order to achieve a specific foreign policy or national security objective ("Financial Sanctions"). We do not offer advice on foreign law (or its effect) or give tax advice unless we specifically agree to do so. We do not provide verification or registration services in respect of the Register of Overseas Entities (or any equivalent registers).

3.7 You agree that where required by your instructions, DAC Beachcroft will sub-contract the services to another entity within the DAC Beachcroft Group. Unless otherwise agreed by the parties, such services will be provided in accordance with the Contract. To the extent that the Contract is inconsistent with the Applicable Law, the Applicable Law will take precedence.

3.8 In matters where you require services in jurisdictions where the DAC Beachcroft Group does not operate; DAC Beachcroft shall discuss with you your preferences and your options.

3.9 Subject to your agreement, DAC Beachcroft shall instruct on your behalf another entity which is not a party to the Contract, including any contractors, experts, chambers and barrister, third party firms not trading under the DAC Beachcroft name and any other third party service providers ("Third Party Supplier"). All such appointments will be governed by separate terms of business which will be available to you as requested.

3.10 DAC Beachcroft, and where applicable the DAC Beachcroft Group, shall not be responsible for the services provided by the Third Party Supplier engaged on your behalf, or for any failure or delay by the Third Party Supplier in the provision of services, including without limitation any failure to safeguard or deal with monies held by the Third Party Supplier. You will be responsible for the fees and expenses of the Third Party Supplier as agreed from time to time. Before the appointment of any Third Party Supplier we will endeavour to obtain an estimate of the costs that may be incurred and will seek your prior agreement on this before making the appointment.

3.11 During the course of our relationship we may identify circumstances where we believe a product or additional service ("Product") that DAC Beachcroft offers may be of interest or benefit to you and/or the Services we are providing. Such Product may be provided directly by DAC Beachcroft or in association with a Third Party Supplier. If we reasonably believe that any such Product will be of interest we shall provide you with details of the Product, including charges and any relevant details of our relationship with any such Third Party Supplier.

3.11.1 Elements of services and/or products provided by a Third Party Supplier may be charged to you after applying an uplift on the amount that we are charged by the Third Party Supplier or be charged to you as a disbursement without any uplift being applied by DAC Beachcroft.

3.12 Where we notify you of the existence of a Product, unless specifically stated in the materials provided and agreed with you, any agreement by you to the use of the Product will be on the basis that:

3.12.1 you are not under any obligation to purchase the Product and may decline to use the Product and/or instruct us to obtain quotes from, or engage with a Third Party Supplier of your choosing;

3.12.2 we do not make any express or implied warranty as to the suitability of any Product for your particular needs, instructions or circumstances but do reasonably believe there may be a benefit to you to use the Product (or source a similar offering from an alternative supplier);

3.12.3 we have carried out commercially reasonable due diligence on any Third Party Supplier involved in providing the Product and reasonably believe they are suitable to support deliver of the Product(s) in the manner described. Unless explicitly specified all or part of the Product will be outside the scope of any certifications we hold;

3.12.4 we have not carried out a needs and benefit assessment relevant to your circumstances;

3.12.5 any fee for the Product ("Price") may reflect the cost without uplift to us or includes an additional fee for our services and the associated actions necessary to make the Product available to you and other clients in the manner described;

3.12.6 you acknowledge that the Price is non-negotiable and we will provide you with details of how the Price is reached and what is included and excluded;

3.12.7 you will be responsible for payment of the Price in full without set-off or deduction for the use and/or benefit of the Product in the manner specified which may be included on our invoice to you for our Services or billed separately under separate payment terms;

3.12.8 in the event that you do not pay the Price in accordance with our payment terms we reserve the right to charge you interest on such outstanding balance which shall be no greater than the sum charged by the Third Party Supplier to us for late or non-payment;

3.12.9 any dispute concerning the Product and/or Price will be resolved in accordance with the terms specified to you;

3.12.10 we will notify you of any key terms concerning the Product that will be applicable to you and you agree that you not do anything which may cause us or you to be in breach of such terms;

3.12.11 you may request at any time that we do not propose any Product to you and upon receipt of such request we will take commercially reasonable efforts to ensure that such Products are not directly proposed to you.

4. Conflicts of Interest

4.1 We cannot act in a matter where our duty to act in your best interests conflicts (or there is a significant risk it may conflict) with either our duty to act in the best interests of another client or with our own interests in relation to the matter on which you have instructed us or a related matter.

4.2 Whilst we undertake conflict checks at the outset of a matter based on the information then known to us, unavoidable conflicts can arise at any time and we will inform you as soon as practicable, if this occurs. You should notify us immediately if you become aware of a situation that either does or could potentially give rise to a conflict. We will not be able to disclose to you any information we learn for the purpose of establishing whether a conflict of interest would arise if we accepted instructions from another client or potential client. This means, for example, that we will not alert you to the fact that a third party is seeking advice on a particular matter which may be of interest to you.

4.3 If a conflict arises, you agree that it will be in our discretion (taking into account the law and client interests) to decide whether we can act for both parties, for one party or neither. If we believe that your interests can be properly safeguarded by restricting the scope of our instructions or by implementing information security safeguards, we will discuss these with you. If you or we believe these steps will not safeguard your interests we may cease to act.

4.4 Except where otherwise agreed, you agree that we may (without seeking your consent) act for your competitors or other clients whose business interests may conflict with yours. This includes litigation matters on which we have not already been instructed by you and which are not related to other matters upon which we act for you.

5. Knowing our Clients

5.1 In order for us to verify the identity of each client, and in order to comply with money laundering legislation before accepting any monies on account or paying funds on a client's behalf we will seek to obtain and keep documentary evidence of the identity of that client and, where appropriate, have an understanding of their financial position and business affairs at the outset of, and periodically throughout, the relationship. We are also required to investigate the management and control (including beneficial ownership) of corporate entities and trusts. Although we may repeat this process periodically, you confirm that you will immediately notify your Client Partner of any change in ownership or control of the corporate entity or trust.

5.2 We may need to ask for additional information about the source of funds for a transaction and proposed destination (especially where they originate from or are to be remitted overseas) including a full history with supporting documentation and all relevant bank details. Such information must be provided promptly. We reserve the right to require that all payments to DAC Beachcroft are made via a UK clearing bank or such specified clearing bank within the Jurisdiction. Any monies received on account by our bank before we are satisfied as to its legitimate source, will not be deemed accepted by us and returned. We may refuse to proceed if we are not reasonably satisfied about the source and legitimacy of funds. Our verification of your identity may include the use of electronic verification services or online identity checking services and/or require you to provide us with original documents, which we will photocopy for our records.

5.3 Where we instruct chambers, barristers or other professionals as your agent on your behalf they may ask us to supply them with the copies of the verification documents we have from you or from other sources and you agree that we may do so.

5.4 Where we know or have grounds to believe that any matter is or may be facilitating money laundering or another offence, we are likely to be required to report to any applicable authorities and this overrides our duties of confidentiality to you. Where this occurs, we cannot allow the matter to proceed until we receive appropriate authorisation and the law prevents us from notifying you of our suspicions or that a report has been made. In certain circumstances, we have to report to the Relevant Agency any evidence or suspicion of money laundering or similar offence. You agree that we may seek guidance from the Regulatory Authority or any professional adviser and that we may communicate with your auditors or professional advisers in this regard. You acknowledge that we may not be able to return any papers or money which we hold on your behalf to you.

5.5 You agree that we do not have any liability for any delay and/or loss flowing directly or indirectly from our compliance with our duties (or our duties as we understand them) in respect of the matters outlined in this clause 5. This includes but is not limited to any loss or charges incurred in repaying any payment received by DAC Beachcroft before satisfactory consent, information as to proof of identity and/or the source of the funds has been received.

5.6 You acknowledge that by instructing DAC Beachcroft on the basis of the Contract you agree to waive any duty of confidentiality which DAC Beachcroft might otherwise owe to you or any right of legal professional privilege to which you might otherwise be entitled in relation to any such disclosure made as we deem necessary to comply with our legal and regulatory obligations in relation to this clause 5. You also acknowledge that time spent by DAC Beachcroft in complying with our legal obligations in connection with your affairs will be chargeable to you in the same way as other time spent on the your affairs.

6. Communication, Products and Technology

6.1 We will communicate with you and with others by letter, fax, telephone, email, SMS or other electronic means. This may include the use of suppliers (such as electronic signature providers) to assist in delivering the services to you. Please let us know any communication preferences.

6.2 Our email is encrypted using Transport Layer Security ("TLS") if the mail server to which we are sending is also registered with TLS. If this is not the case, we will use unencrypted email for communicating with or for you, unless we have agreed otherwise. Our communications are subject to the terms of the disclaimers on our letters, emails and our website. You agree that to ensure regulatory compliance and for the protection of our clients and business, we may monitor and read emails and attachments sent to and from our servers. If we communicate by electronic means, you acknowledge and agree as follows:

6.2.1 there are some delivery risks in using electronic means and you accept the inherent risk of interception by third parties, corruption, or of non-receipt or delayed receipt of the message and/or content;

6.2.2 computer viruses and similar damaging items can be transmitted through electronic means and by introducing portable storage media into your system; we use virus scanning software to reduce these risks and ask that you do the same; however, it is not possible completely to eliminate the risk of introducing viruses;

6.2.3 we shall have no liability to you and you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication, including but not limited to interception, corruption, loss, destruction or delay.

6.3 We use filtering software to reduce the receipt of spam and the introduction of viruses into our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that every electronic communication will be received. If there is any indication that an electronic communication has not been received, please follow up important communications by telephone.

6.4 You must not rely on any drafts of any advice (whether oral or written), reports, letters or other documents we send you, since they may vary significantly from any final version.

6.5 Subject to our satisfaction that applicable legal and regulatory requirements are met, we may, use, or propose the use of, additional technology, software, tools or platforms to facilitate effective communication, collaboration and/or delivery of our services which may include or incorporate elements of artificial intelligence ("Third Party Solution(s)"). Such Third Party Solutions may include, but are not limited to electronic signature providers, data rooms, artificial intelligence, e-disclosure services and/or communication tools/platforms.

6.6 Where such Third Party Solution(s) are used to support the effective delivery of our services and administration of our business, the use of such Third Party Solution(s) will be at our sole discretion.

6.7 During the course of our relationship there may be circumstances where we may identify, and agree with you, that the use of additional Third Party Solution(s) may be of benefit to your instruction.

6.8 You acknowledge and agree that:

6.8.1 neither we or you are responsible for the maintenance, security or effectiveness of any Third Party Solution;

6.8.2 Third Party Solutions are not 100% error or bug free and there are inherent risks to using Third Party Solution(s) including but not limited to delay, interception, service outage, loss or corruption of data, transmission or receipt of emails, trojan horses and/or worms;

6.8.3 where a Third Party Solution is proposed by you or us in accordance with clause 6.7 each party shall take and use commercially reasonable steps to assure ourselves of the suitability of any Third Party Solution and shall notify the other party if any concerns are identified which are believed to impact upon the suitability of the Third Party Solution;

6.8.4 neither party shall be liable to the other insofar as permissible under legal, regulatory or contractual obligations for any direct or indirect claims, losses, expenses and liabilities arising from or due to the use of the Third Party Solution.

7. Fees

7.1 Unless otherwise agreed in writing, our fees are calculated by reference to the amount of time we spend, the complexity, novelty, priority or value of the matter, our overheads (including the use of Third Party Solutions unless otherwise specified), and the level of skill and specialised knowledge involved. Time is recorded and charged for in units of six minutes and multiples of these.

7.2 There may be a separate charge for the use of any Third Party Solution specific to your matter which will be discussed and agreed with you prior to the use of the Third Party Solution.

7.3 All charges will be payable by you regardless of the outcome of the matter on which we have been instructed.

7.4 Our fees are normally calculated by reference to the current hourly rates of the individuals concerned and applicable at the time that the work is carried out for you. The rates currently applicable are set out in the Letter of Engagement.

7.5 We review our charges periodically and shall notify you in writing of any alterations.

7.6 Time spent may include, but will not be limited to: perusing and drafting documents and correspondence, research, preparation, discussion, time spent on the telephone or in meetings or at court, travelling and waiting time, supervision, consideration of any analysis or output generated by a Third Party Solution, and file administration. Fees may also, where appropriate, include an additional element reflecting value, importance, speed, complexity or special skills and the urgency of dealing with any matter relative to a time limit or deadline. Our fees include time spent travelling on your instructions for the purposes of your matter which cannot be used productively for other purposes.

7.7 We will not accept cash from you or on your behalf in any form whether as payment for our services to you, including payment for our benefit or in respect of a third party, or otherwise. Save only as provided in clause 7.8 when we have to pay money to you, it will be paid by cheque or bank transfer once we are in possession of cleared funds. It will not be paid in cash or to a third party.

7.8 If, notwithstanding the provisions of clause 7.7, you or anyone on your behalf pays cash into our account and that payment is accepted by our bank, the money will not be accepted by us and will be returned in cash.

7.9 Applicable tax (such as Value Added Tax - "VAT" - or Goods and Sales Tax) is payable on all charges (unless in your case we are satisfied applicable tax is not payable). All figures in our Letter of Engagement or any other correspondence with you are exclusive of tax unless otherwise stated.

7.10 Any estimate provided as to fees will be based on the information available to us at the time and, although given in good faith, will not be binding as it is only a guide and must not be taken as a firm quotation, unless we have confirmed in writing that we shall charge a fixed fee. Variations in the instructions given, including requests for additional work or unexpected developments and/or inexperience, incompetence or lack of co-operation on the part of clients, other parties or their advisers may increase costs. We will keep any estimates under review and provide you with written revised updates where applicable. Any estimate given will only cover our fees.

7.11 Our estimate will aim to give you a breakdown between likely charges and applicable tax. Where time is a factor in assessing fees, we will explain clearly to you how we intend to use the time. It is likely that our estimate will be expressed as a range. Our estimate will include, where possible, details of any third parties to whom you will need to make payments and when those payments are likely to be needed.

7.12 Should litigation prove necessary, we shall discuss with you, and keep under review, whether the likely outcome in the matter justifies the expense and risk involved including, where relevant, the potential liability for an opponent's costs.

7.13 You agree that you will pay our fees promptly, in full, in accordance with the Contract.

8. Capped and Fixed Fees

8.1 If a cap or limit is agreed on the level of our fees then our fees will not exceed the amount specified in the Letter of Engagement. However, the application of the cap or limit is agreed on the basis of the instructions and information supplied to us and on any assumptions set out in the Letter of Engagement.

8.2 If we have agreed a fixed fee with you, the Letter of Engagement will include a detailed description of what we have agreed to do for that fee and a summary of the information which you have given us. You must give us as much information as possible about the work which you want us to do so that we can estimate the time it will take us.

8.3 Provided the scope of your instructions does not change, the information in the summary is accurate and there is no material delay in progressing or completing the matter which is beyond our control, we will complete your instructions for the fixed fee. If this position changes, then we may amend the fixed fee. If you do not agree with our view, then the Complaints Handling Procedure referred to in clause 22 will operate.

8.4 Unless the Letter of Engagement states otherwise, expenses, outlays and disbursements shall be payable in addition to any capped or fixed fee.

8.5 In the event additional services are required outside the fixed or capped fee(s) these will be discussed and agreed with you in accordance with the prevailing fee rate(s) that apply at the time prior to such additional services being commenced.

9. Disbursements and Expenses

9.1 By instructing us, you are authorising us to incur such disbursements or expenses as we consider necessary on your behalf. However, we will consult you before incurring any significant disbursements or expenses. You will be responsible for payment of these disbursements or expenses in addition to our fees.

9.2 Examples of common disbursements and expenses are expert's fees, court fees, chambers and/or barrister fees, bank charges, search and registration fees, applicable taxes (e.g. stamp duty land tax), substantial postage, photocopying or scanning expenses and travel, accommodation and meals when travelling away from the office (and exceptional costs of in-house provision of food, subsistence items, or other amenities) in fulfilling your instructions. We may charge you for transport for our colleagues or the cost of overnight accommodation where the work necessary to fulfil your instructions must be undertaken at a time which requires it, having regard to early starts, late finishes or geographical location.

9.3 Where we engage other professionals on your behalf you will be responsible for paying their fees, expenses and applicable tax.

9.4 Where we have agreed to be directly responsible for third party charges incurred in connection with our advice to you, we may require a payment in respect of them in advance.

9.5 If you ask us to use your preferred supplier for any element of the services, including but not limited to a specific Third Party Supplier or Third Party Solution you:

9.5.1 must ensure that they have adequate and appropriate technical and organisational measures in place to comply with their obligations to you including the fair and lawful processing of personal or confidential data provided by us on your behalf when undertaking the services;

9.5.2 acknowledge that they are independent to DAC Beachcroft. To the fullest extent permitted by the law and regulation, we disclaim any express or implied warranty surrounding the suitability of your preferred supplier for the services;

9.5.3 agree that we are not responsible for any of its or your legal compliance, including the consequences of using your preferred supplier (including information/data breaches or other issues arising from it); and

9.5.4 ensure that you comply with all agreed payment terms or arrangements with them.

10. Ability to Pay

10.1 You will advise us if you know of any arrangements available to you for the payment of our charges or to pay any costs which you might be ordered to pay to an opponent. You may, for example, have liability or legal expenses insurance by virtue of your own personal or household insurance or membership of a trade or professional association. If so, you should inform us and notify them of the possible claim and our involvement as soon as possible. If we carry out work for you before you have made a claim under your policy, there is a risk that the insurer will not pay the fees and you will be responsible for them, even if those funding the action insist that you instruct other solicitors.

10.2 You will inform us whether, in the event that you are found liable for costs (including the costs of another party), these costs will be paid by another person (for example, an employer or trade union).

10.3 Within the Jurisdiction there may be different methods of funding litigation. In addition to charging on a time basis or by way of a fixed fee, litigation may be funded by way of a conditional fee agreement, where we are paid a different fee depending on the outcome of the case, with a success fee being payable in the event of a win (calculated by reference to a percentage of the normal fee). Litigation could also be funded by way of a damages based agreement, whereby our fee is contingent on the success of the matter and is calculated as a percentage of the amount recovered. It is also possible to obtain funding from a third party for some or all of the costs involved in litigation, in return for the third party receiving a percentage of any amount recovered if the matter is successful. 'After the event' and 'before the event' insurance may also be available to cover some or all potential costs liabilities. Please contact your DAC Beachcroft Client Partner if you wish to discuss any of these methods of funding or you think you may have the benefit of an insurance policy to cover the potential costs.

11. Interest and Payments on Account

11.1 We may ask you to provide sums in advance to cover charges. If we do, any payment will be held in our client account on account of charges which we are likely to incur on your behalf. Interest earned will be credited to you in accordance with our interest policy.

11.2 A payment will be made at the conclusion of the matter in lieu of interest earned (gross) when we hold money in a general client account for you, for a person funding all or part of our fees on your behalf, or for a trust, at a rate that we believe reflects the market rate of interest paid on an instant access current account offered by a UK high street bank or such bank required by our internal processes in relation to the Jurisdiction over the period where interest is due. A copy of our interest policy, setting out the current rates we apply and details of when we will not pay interest, is available on request.

11.3 Interest earned when we hold money in a separate designated client account for you, for a person funding all or part of our fees on your behalf, or for a trust will be paid to you, that person, or the trust, as appropriate, at the conclusion of the matter.

11.4 Where we accept instructions from a corporate entity (such as a limited company or limited liability partnership), we may require personal guarantees in relation to our outlays from appropriate directors, members or shareholders (or other individuals or corporate entities) at the commencement of the matter or at any stage in the transaction or proceedings. Where a client consists of two or more persons, each of those persons shall be jointly and severally liable to DAC Beachcroft for the obligations of the client imposed by the Contract.

11.5 Save for any advance payments for disbursements and expenses which may be applied when they are incurred, the money or interest accruing will be retained until completion of the matter although, at our discretion, some or all of it may be applied towards any bill which has remained unpaid for more than 28 days. If part or all of the money is used in this way, or if for any reason it is reasonable to review the amount held by us, we may ask you to provide a further sum to cover future charges.

11.6 We may require you to make a payment of a reasonable sum to us on account of charges for work to be done, outlays, expenses and applicable tax at any time and on more than one occasion. The receipt of any such payment on account will be a condition of acting, or continuing to act for you. If you do not pay promptly any request for money on account, we reserve the right to decline to act further in accordance with clause 14 below. Our total bill may be higher than the amount you have paid on account. Money paid on account which is not subsequently required for charges will be refunded to you. If at any time you would like confirmation of the monies remaining on account, please let us know.

11.7 Subject always to the professional conduct rules that are applicable to us, we are not responsible for any loss arising from the insolvency of any bank where client funds are held.

11.8 You must ensure that any instruction to receive or pay funds to your nominated bank or financial institution will be in accordance with Applicable Law for DAC Beachcroft.

12. Costs in Litigated Cases

12.1 Should court or arbitration proceedings prove necessary then, at the conclusion of those proceedings, the successful party will normally obtain an award that some of its costs be paid by the unsuccessful party, but this is not always the case and will depend on the particular rules of the court or tribunal. The amount of the payment will be assessed by the court, tribunal arbitrator or such equivalent determining authority within the Jurisdiction for the matter. The courts have a very broad discretion on costs and, when making orders for costs, will usually allow costs which are proportionate to the matters in issue. Costs which are disproportionate in amount may be disallowed or reduced even if they were reasonably or necessarily incurred. When assessing whether costs are proportionate the court will take into account a number of factors including the value and complexity of the claim. When deciding what order to make and the amount of costs to award, the courts will take into account a range of matters including, for example, the conduct of the parties, whether offers to settle have been given proper consideration and any costs budgets submitted by the receiving party which have been approved by the court.

12.2 When considering the parties' conduct the court will have regard to the parties' behaviour even before proceedings were commenced. When determining costs, the courts may take into account whether the parties considered alternative dispute resolution procedures before proceedings were issued, and may require evidence of this. The courts take the view that litigation should be a last resort, and that claims should not be issued prematurely while a settlement is being actively explored. A failure to try to resolve the dispute before commencing proceedings may have an impact on the costs awarded. Alternative dispute resolution is something we will discuss with you.

12.3 Even if you are successful in your claim and a costs award is made in your favour, it is unlikely that you will recover all of the costs you have paid or become liable to pay. The paying party may also be unable to pay the amount awarded by the court. You will be liable for any shortfall due to us. There may also be a shortfall if the court decides that the other party should not have to pay the hourly rate which you have contractually agreed with us. You are liable for our charges and expenses whether you win or lose the case and whether or not the other party is ordered to and/or is able to pay your costs. Equally, if you are ultimately unsuccessful, you may be responsible for the other party's costs in addition to ours.

12.4 Costs orders may also be made at interim stages in the litigation and, if such an order is made against you, you may be required to pay the costs immediately or in a timescale specified by the Court order.

12.5 You agree that if proceedings are issued in any matter on which we act for you, you will be responsible for paying our charges in full, even if these are greater than the amount you could recover from another party to the proceedings.

12.6 There may be circumstances where specific rules for recovery of costs apply in particular types of litigation within the Jurisdiction, such as employment cases (in the Employment Tribunal and Employment Appeals Tribunal) in England & Wales, which differ from other litigation matters. We will explain them if relevant to your matter.

13. General Provisions about Invoices

13.1 Invoices will contain a brief description of the work performed during each billable period but not a detailed narrative. If you require further detail, please let your DAC Beachcroft Client Partner know. We will provide you with interim invoices during the matter and a final invoice at the conclusion of the matter. Each interim invoice is a final invoice in respect of the work done during the period referred to on the invoice and, so far as possible, disbursements and expenses incurred during the period of the invoice. If you wish to make payment by way of bank transfer, we will provide you with our bank details with each invoice or at your request.

13.2 Invoices must be paid within 28 days of the date of the invoice unless that period is extended in writing by your Client Partner. If you wish to make payment by way of bank transfer, we will provide you with our bank details with each invoice or at your request. All payments should be accompanied by supporting remittances which identify the amounts being paid by reference to our invoice number. Failure to do this may lead to delays in allocating payments, further communication with you to identify payments made and delayed recognition of the payment of invoices on statements.

13.3 Where you require a Purchase Order number ("PO No.") in order for us to submit invoices to you (whether by email, e-

bills and/or the upload), and you have requested that we commence work prior to providing a PO No., it is your responsibility to promptly provide the PO No to enable invoicing. If more than two (2) months have elapsed since we were instructed to commence work and no PO No. has been provided, we reserve the right to issue invoices directly to your nominated representative by email or post. Such invoices shall be validly issued and due and payable in accordance with clause 13.2.

13.4 If an invoice remains unpaid for more than 28 days we may charge interest on the outstanding amount. Such interest shall be calculated with reference to:

13.4.1 the higher of statutory interest (being interest on late commercial payments) or the rate then payable on judgment debts in the Jurisdiction if you are a business; or

13.4.2 the rate then payable on judgment debts in the Jurisdiction if you are not a business.

13.5 We reserve the right to raise a separate interest only invoice at any time which shall be payable and subject to the provisions of clause 13.2.

13.6 We reserve the right to suspend or terminate the provision of any services on any matter until payment of any invoice is received. In the event that we are unable to take such action due to requirements of the Regulatory Authority or Applicable Law within the Jurisdiction you acknowledge that non-payment of our invoice has a material impact upon our ability to provide the services to you at the fee(s) quoted and we may notify you of such proportionate and commercially reasonable increases to our fees as necessary to enable us to continue to provide the services to you.

13.7 Where permitted by Applicable Law, we may, in order to secure payment of our charges, have first call upon any money or other property recovered or preserved for you by our efforts pursuant to any applicable Charges Act that applies in the Jurisdiction. Where permitted by local regulation, we may also be entitled to settle your entire account from monies received or held on your behalf and to retain papers, documents and other property held by us until you have paid any outstanding amount, including interest.

13.8 If we bring proceedings against you because you have not paid our invoices, it is likely that we will ask the court to order you to pay all of the costs we incur in those proceedings.

13.9 If payment of our invoices or our receipt of such payment is subject to exchange or other similar controls, you will use your best endeavours to obtain (or to help us to obtain) any required authorisations or consents as soon as possible after each invoice is rendered or, on our request, you will ensure we receive prompt payment in accordance with such authorisations or consents. If exchange control approval has not been obtained within 6 months from the date of our invoice then, if lawfully requested by us, you will pay into a local account designated by us the amount in local currency equivalent to the amount outstanding on our invoice (converted at the date of payment at a relevant market rate or other rate agreed by us).

13.10 Any queries concerning an invoice should be raised immediately upon receipt.

13.11 If you ask us to issue bills to you electronically (“e-bills”) and/or upload any other information to you electronically (the “upload”) using a service provider you have chosen, you:

13.11.1 must ensure that the service provider does not disclose to any third party, or process unlawfully, the personal or confidential data in the e-bills and/or the upload;

13.11.2 must ensure that you obtain consents from any individual who will be named in the e-bills and/or upload (other than employees of DAC Beachcroft) for the disclosure of their data to the service provider and for such data to be hosted and processed overseas, if applicable; and

13.11.3 agree that DAC Beachcroft are not responsible for the consequences of using the e-billing service (including information breaches or other issues arising from it).

13.12 All charges payable will be paid by you to us in full in the currency specified on our invoice without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any deductions or withholdings are required by law to be made from any of the sums payable under the Contract, you shall pay us such sum which, after the deduction or withholding has been made, leave us with the same amount we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding (the "Gross-Up"). We may notify you that we are able to obtain a tax credit or relief in the Jurisdiction, meaning your obligation to make the Gross-Up payment to us is reduced by the appropriate amount. Subject to any applicable regulatory obligation we will be entitled to deduct and take payment of any fees due to us. For the avoidance of doubt, your internal administrative requirements (including any requirement for a PO No.) shall not affect your obligation to pay our invoices in accordance with these terms.

14. Termination of Instructions

14.1 You may terminate our instructions on this matter at any time, but we request that you give reasonable written notice where possible.

14.2 In addition to your right to terminate in accordance with clause 14.1 above, if you are (i) a consumer; and (ii) the Contract is concluded either "off-premises" or is a "distance contract" for the purpose of the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 in the UK (or such equivalent applicable law or regulation within the Jurisdiction), you may also cancel the Contract within 14 days of this agreement (or such timescale as required by law or regulation within the Jurisdiction).

14.3 In some circumstances, for good reason, we may decide to cease acting for you. Examples of circumstances include a failure on your part to provide us with adequate instructions or co-operate with our reasonable requests to assist us in

complying with our obligations or legal requirements, if we find ourselves unable to comply with your instructions, if our invoice remains unpaid outside an agreed payment timetable, if we consider that the confidence inherent in a solicitor-client relationship has broken down, or if a payment on account is not made in accordance with the Contract.

14.4 We will endeavour to give you reasonable prior written notice if we decide for whatever reason that we are no longer willing or able to act for you. If we are on the court record on your behalf you must, if we have given such notice, arrange for other solicitors to file a Notice of Change of Solicitor on your behalf or file a Notice of Acting in Person. If you fail to do so we shall rely upon this clause in applying to be removed from the court record as acting for you.

14.5 In circumstances where our instructions are terminated or we cease to act for you, we will be entitled to receive payment for our work undertaken as at the date of termination, and any disbursements, interest, and expenses incurred. On termination of our instructions, we will submit an invoice to you to cover work done, disbursements and expenses incurred in respect of the period up to the date of termination. Where any invoice remains outstanding beyond our standard payment terms we may raise a subsequent invoice in respect of interest so accruing. We may, where permitted by law, retain the right to exercise a lien on any papers, deeds, documents, money or securities of yours which are in our possession until payment for any outstanding fees and outlays have been made.

15. <u>Data Protection, Intellectual Property including Copyright and Confidentiality</u>

15.1 We use your personal data (and any related information) to provide our legal and/or claims handling services to you, but also for related purposes such as (but not limited to) administration, analysis, billing and record keeping and to inform you of our services, including packaged legal products or services, and events that we think may be of interest to you. In this regard, we act as a separate data controller in our own right.

15.2 Our use of your personal data is subject to the law (which may include but is not limited to the EU and UK General Data Protection Regulations, EU Artificial Intelligence Act and other relevant legislation within the Jurisdiction, the UK and/or EU), our regulatory obligations and professional duty of privilege and confidentiality, guidance and rulings issued by applicable legal or regulatory bodies, and your instructions. We have implemented appropriate technological and organisational measures to protect the personal data that we process.

15.3 We take the privacy and security of your information and compliance with our obligations seriously. Please read our Privacy Policy (https://www.dacbeachcroft.com/en/gb/about/privacy-policy/) carefully as it contains important information on how and why we collect, process and store your personal data and where such data may be processed and stored. It also explains your rights in relation to your personal data.

15.4 We may record telephone calls and monitor emails for training, regulatory and compliance purposes.

15.5 Where required, appropriate contractual clauses (available on our website) have been incorporated into the Contract and we have satisfied ourselves that appropriate physical and technical arrangements are in place to safeguard data. Where necessary, supplementary measures will be implemented to protect personal data. For the purposes of those contractual clauses in relation to transfers from:

15.5.1 us (in which applicable jurisdiction applies) to you, you will be regarded as the "data importer" and your point of contact will be that (electronic or physical) address which you instruct us to correspond with you in relation to the services that we provide to you; and

15.5.2 you (in which applicable jurisdiction applies) to us, you will be regarded as the "data exporter" and your point of contact will be that (electronic or physical) address which you instruct us to correspond with you in relation to the services that we provide to you.

15.6 We use third party service providers (including 'cloud' and artificial intelligence service providers) to help us deliver efficient, cost effective legal services. This may include document/information hosting, sharing, transfer, automation, analysis, processing or storage. We ensure all third party service providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. In accordance with this clause 15, we may transfer personal data outside of the UK, EEA or the Jurisdiction or utilise cloud and/or AI data centre(s) and/or servers which may be located outside the UK, the EEA or Jurisdiction. If you instruct us to use an alternative provider for storing, sharing, processing, or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.

15.7 We may use your personal data to send you updates about legal developments that might be of interest to you and/or information about our services, including exclusive offers, promotions or new services or products. You have the right to opt out of receiving promotional communications at any time, by:

15.7.1 contacting us at replies@dacbeachcroft.com; or

15.7.2 using the 'unsubscribe' link in emails or 'STOP' in texts.

15.8 In the event of an incident that may or will affect the confidentiality, integrity, availability and/or resilience of any personal data, each party shall handle such incident in accordance with its own legal and/or regulatory obligations and shall notify the other as and when legally required as soon as reasonably practicable.

15.9 We use the information you provide primarily for the provision of legal services to you based upon your instructions. Similarly, you acknowledge that we will not be able to disclose to you any documents or information to the extent that we owe a duty of confidentiality to another existing, former or potential client even if it is material to your matter. If we do hold material confidential information in relation to a client or former client we may not be able to act or continue to act for you.

15.10 Inevitably we may have to disclose some information to third parties and we accept instructions only on the understanding that we have your authority to do so when reasonable and necessary for the purposes of dealing with

any matter on which you instruct us on your behalf, or in addressing any issue or concern you or we may identify in your interest, or (in the context of our insurance arrangements) in our own interest.

15.11 If you or we engage other professional advisers to assist with a matter we will assume, unless you notify us otherwise, that we may disclose any otherwise confidential information to such advisers as necessary.

15.12 If we instruct chambers and/or a barrister as an agent on your behalf, we may keep a copy of an opinion in electronic form for internal know-how purposes but we will ensure that client confidentiality is preserved.

15.13 If you have made a public announcement about work we have undertaken for you, or it otherwise comes into the public domain (other than by our default), we may make public our involvement, unless you expressly prohibit such disclosure. We will be entitled to refer to you as our client in publicity, marketing and other materials, but we will not otherwise disclose the nature of the work we carry out for you without your authority.

15.14 When we undertake work for you, we keep a record of contact details of individuals at your business or working on behalf of your business whom we may contact in order to carry out your instructions. We also keep other personal information (including events organised by us in which those individuals have participated or expressed an interest in participating, areas of legal and commercial interest and personal preferences) in order to update those individuals from time to time with information (such as legal or commercial news) which may be of interest, and to invite them to events held by us. We will also use the information for the purpose of the administration of our relationship with you including billing and where necessary debt collection. You may at any time contact your Client Partner should you wish to amend any of the information we hold, or in the case of electronic communications such as updates, by using the opt-out facility provided on each communication or as detailed above.

15.15 The reports, information and advice we provide to you are given in confidence and are provided on condition that you undertake not to disclose these or any other confidential information provided by us to you during our work, to any third party without our prior written authorisation. Our advice must never be shared with an open artificial intelligence tool, as doing so will result in the loss of legal privilege and/or confidence. Similarly, do not use open artificial intelligence tools to assist you in preparation for legal matters, as it is unlikely that any such generated output will be covered by legal privilege and/or confidence, and may be disclosable at a later stage in connection with any legal proceedings.

15.16 We retain the entire copyright and all other rights in all documents provided by us to you. You are granted a non-exclusive, non-transferable, non-sublicensable licence to use such documents for the matter for which they are provided but not otherwise. We retain the entire ownership in the documents prepared or data generated for our own benefit in the course of any matter.

15.17 Where any data or document is generated, created, processed or output in whole or in part using artificial intelligence indirectly or through a Product or Third Party Supplier, it is acknowledged that the rights in such data and meta data will be governed by the terms and conditions specified and applicable to the use of that artificial intelligence. Insofar as permitted by law and such supplier terms and conditions, DAC Beachcroft shall own and have vested in it all applicable rights and title in such data and meta data for the purpose of clause 15.16.

16. Transfer of Employees

16.1 Neither we nor you consider or intend that any employee transfer legislation (e.g. the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") in the UK) shall operate to transfer the employment of any of your employees to us on commencement of any services, or as a result of or connected to any takeover of any part of the legal services by us as a result of or connected with the Contract or otherwise.

16.2 If any person who has been employed or engaged by you transfers or claims to have transferred to the employment of DAC Beachcroft, whether as a result of TUPE or otherwise as a result of or connected to the Contract (i) you will within ten working days of becoming aware of that effect or alleged effect notify us; (ii) you will use reasonable commercial efforts, within ten working days of being so notified, to find suitable alternative employment for and make an offer of employment to any person concerned; (iii) if no such offer is made, or is made and not accepted, we will at our option either offer such persons employment or terminate such contracts of employment within twenty working days thereafter; and (iv) you will indemnify us against: all employment-related outgoings (including tax liabilities) up to and including the date of termination of their employment; all costs, fees and liabilities arising out of any termination of their employment or any claim by such person (whether relating to a date before or after the transfer). For the avoidance of doubt, this indemnity does not cover any actual unlawful discrimination on our part.

16.3 We will not indemnify you in respect of any redundancy payments or liabilities (if any) which you may, as a result of termination of the Contract, incur in respect of your employees, workers or any other employees.

17. Completed Matters

17.1 When your matter completes we will (subject to any lien) at your request return your papers to you. Unless instructed otherwise, we will not be responsible for checking or notifying you of any post-completion dates or deadlines of any sort.

17.2 Any of your papers that remain in our possession at the conclusion of a matter (except those which you ask in writing to be returned) will be retained in accordance with our information retention and destruction policies but on the understanding that we have your authority to destroy or delete information after the expiry of the minimum number of years required by applicable laws and regulations.

17.3 Subject to our agreement and your continued payment of any agreed storage, retrieval or retention charges as we may specify to you, we shall not, however, destroy or delete information which you specifically ask to be held in safe custody. You acknowledge that in the event that you fail to pay any storage charges we reserve the right to return, or destroy, such information in accordance with applicable guidance and good industry practice in force at the time.

17.4 We reserve the right to charge you for the time spent and/or any fees incurred from the storage or retrieval of any files (whether paper or electronic) as requested by you, upon reasonable notice. We will be entitled to exercise a lien over

any unpaid costs or monies we hold on to your behalf and to retain all files. Files may be destroyed at an appropriate stage if we do not receive a request from you for the return of your files. Any original document, such as a deed signed under hand, will be returned to you as agreed, or if no agreement can be reached at your last known address or registered office.

17.5 Insofar as the Contract and the law within the Jurisdiction permits we do not accept responsibility for any damage or loss, partial or complete of any particular item which we may hold in storage.

18. Disclosure (or "Discovery")

18.1 Although the precise requirements will depend upon the rules of the Jurisdiction in which the proceedings have been commenced, every party to formal dispute resolution proceedings is under a duty to retain and disclose documents.

18.2 Disclosure is the process whereby documents which are, or have been, in a party's "control" are disclosed to other parties in the litigation. We will explain to you your rights and obligations regarding the disclosure process at the appropriate time.

18.3 It is likely that, as the matter progresses, we will need to review all of the documents (please note "documents" includes all physical and electronically generated documents as well as audio and video tapes, handwritten notes and computer records) which are relevant to it. In any event, in the normal course of proceedings, the parties may be obliged to disclose to each other all documents which they have, or have had at any time, relating in any way to the issues between them. For those reasons, it is extremely important that all documents, including electronic documents, which you already have are carefully preserved. This entails keeping them safe and ensuring they are not marked, altered, deleted or otherwise tampered with. The Court or body involved in adjudicating the dispute may draw adverse inferences if relevant documents are destroyed or deleted at any stage once litigation was contemplated or communicated.

18.4 Some documents are "privileged" from production to the other party in an action. The scope of this may be impacted by a range of factors, including but not limited to, jurisdictional implications. Broadly, this includes all documents created in anticipation of litigation or otherwise for the purposes of seeking legal advice. Please do not assume that all documents created in connection with this matter will be privileged. We recommend that you seek advice from us before any document is created which might fall into this category. This will be particularly important if you are corresponding directly with the other party or parties on a "without prejudice" basis.

19. Provision of Information and Instructions

19.1 We will advise you in relation to the matter specified within our Letter of Engagement. In the event that you have a potential claim or cause of action against another party outside the scope of our Letter of Engagement, we shall have no responsibility for advising you about it, nor to act on your behalf to recover any sums that may be owing to you unless we expressly accept instructions from you to do so and we send you a separate Letter of Engagement (which may refer to updated terms and conditions) in relation to those instructions. You must supply us with clear, prompt and complete instructions, including all relevant documents and background information, at the outset and as the matter continues If there is any change of facts or circumstances relating to your matter you must immediately notify us.

19.2 You should not assume that information that you may have provided to us in respect of one matter will be made available to the representatives advising on another matter. All Information that has a bearing on any individual matter should be provided directly to the representative dealing with that matter even if it has already been provided to other representatives in the course of a different matter.

19.3 If the matter is litigated and we ask you to provide information and/or instructions then you must respond promptly, and in any event within any time limit specified by us. When responding you should provide the information and/or confirmation of instructions sought or explain why you are not able to do so. Deadlines imposed by the court are strict and a failure to comply may result in court imposed sanctions, including orders to pay the other side's costs. In some circumstances the defaulting party's case may be struck out.

19.4 We do not accept responsibility for any losses in the event that a deadline is missed and a sanction imposed as a result of your unreasonable conduct in failing to provide instructions and/or disclose information following a reasonable request by us. You will, in all such instances, be responsible for the costs of applying to court for relief from a court imposed sanction.

19.5 Our advice will be based on its understanding of the law, its interpretation and practice as at the time the advice is given. That advice may be affected by subsequent changes in the law, its interpretation or practice. We are under no obligation to update our advice, once given, for subsequent changes in the law, its interpretation or practice. Where our advice includes a summary of our understanding of the facts or background on which our advice is based you must tell us if any such summary or understanding does not accurately reflect the true facts or background, since our analysis and advice may change.

19.6 If advice is requested orally and no subsequent written instructions are given, or written confirmation requested, we will accept no liability for your reliance on any oral advice, unless and until we have subsequently confirmed that advice in writing.

19.7 In the absence of instructions or other detailed information being provided by you in writing, where we record and confirm with you our understanding of any instructions or information provided orally, such record by us shall be taken to constitute the true record of the instruction or information from you. You will not be entitled to maintain any position inconsistent with or in conflict with that record.

20. Insider Lists

20.1 Unless you notify us to the contrary, we will assume - if you are an issuer to whom the UK's FCA's Disclosure and Transparency Rules (or such equivalent regulatory body's legal requirements within the Jurisdiction) apply – that any matter and any information to which we have access (during that matter or otherwise) does not constitute inside information (as described in those Rules or requirements) which relates directly or indirectly to you.

20.2 If you notify us in writing that a matter or any information to which we have access, during that matter or otherwise, constitutes inside information relating directly or indirectly to you, then we will take necessary measures to maintain an Insider List and to ensure that those named in it acknowledge their legal and regulatory duties as a result of being insiders.

21. Our Liability to You

21.1 You acknowledge that your agreement is with DAC Beachcroft and there is no contract between you, any other entities within the DAC Beachcroft Group or any of our individual members, shareholders, employees or consultants. Any advice given to you by a member, employee or consultant is given by that person on our behalf and that person does not assume any personal responsibility to you for that advice. Accordingly you will not bring any claim against any individual member, employee or consultant in respect of any losses which you suffer or incur, directly or indirectly, in connection with our services or those of the DAC Beachcroft Group. None of the provisions of this clause 21.1 will limit or exclude our liability for the acts or omissions of our members, employees or consultants. We have in place compulsory professional indemnity insurance. Contact details of the qualifying insurer and details of territorial coverage are available on request from your Client Partner.

21.2 In respect of any event or loss to you resulting from our breach of duty or the Contract, our liability to you shall be limited to that proportion of your loss and damage which is just and equitable having regard to the extent of your own responsibility and that of any other party who may also be liable to you in respect of it and regardless of the ability of any such person or entity to make payments. We will not be liable to you for any amount which you would have been able to recover from another party but are unable to recover because you agreed limitations or exclusions on their liability to you. Any liability due from us to you will be reduced by the proportion for which another party would have been found to be liable if you had made a claim against that party or we had made a claim against that other party (irrespective of whether that other party is sued). In considering whether other parties may be liable to you, no account is to be taken of any inability on your part to enforce remedies against that other party. No liability whatsoever will be accepted in relation to any loss, damage or liability whatsoever caused directly or indirectly to any other party. No third party shall have any right to enforce the Contract or to rely upon any advice given or opinion expressed by or on our behalf.

21.3 Any liability to you will be limited to the fullest extent permitted by the law within the Jurisdiction and our relationship with you including but not limited to any limits or restrictions noted within the Contract. The limitations in the Contract will apply notwithstanding any express or implied term of business, collateral agreement or warranty, whether express or implied. We shall not in any event be responsible for any indirect, economic or consequential losses, loss of profits, loss of business opportunities or damage, costs, expenses or other claims for consequential compensation whatsoever or howsoever arising. Pursuant to clause 21.1, in the event that liability of a natural person cannot be excluded by Applicable Law within the Jurisdiction, any such liability arising or attaching to any natural person shall be limited to the minimum permitted requirements according to Applicable Law in the Jurisdiction.

21.4 In common with other legal advisers, we seek to limit our liability. Our liability to you in relation to any one claim for losses, damages, costs and expenses ("losses") caused by our breach of duty, negligence, wilful default, or arising under the Contract is limited to a maximum amount as specified in the relevant Letter of Engagement and, in default of any different amount being specified, to £5,000,000 (five million pounds sterling) ("Liability Cap"). This means that we would not generally be obliged to pay you compensation in relation to any claims you make against us above the Liability Cap.

21.5 Please note that, in relation to the Liability Cap, 'any one claim' means all claims against us arising from one act or omission, one series of related acts or omissions, the same act or omission in a series of related matters or transactions, similar acts or omissions in a series of related matters or transactions, and all claims against us arising from one matter, transaction or assignment. We cannot accept any responsibility for any event, loss or situation unless it is one against which it is the express purpose of these instructions to provide protection. For the avoidance of doubt, we have no responsibility for your general and longer-term risk management, insurance or commercial interests.

21.6 We believe the limitations on our liability set out in this clause 21 or as varied by our Letter of Engagement are reasonable, such reasonableness being determined (but not solely limited to) having regard to the level of our fees, the nature of the work to be carried out, our assessment of the amount of any likely liability to you if we make a mistake, the availability and cost of professional indemnity insurance, and possible changes in the future availability and cost of insurance, long term sustainability and solvency of insurers. If you do not believe that it is, we are happy to discuss variation of the limit with you and any revised terms which might apply as a result of this variation (including but not limited to any additional or increased charges). Any variations are only valid if agreed in writing by a Client Partner.

21.7 Nothing in the Contract excludes or restricts any liability arising from death or personal injury caused by our negligence, fraud or dishonesty or reckless disregard of our professional obligations or liabilities which cannot be limited or excluded by law within the Jurisdiction. Save where such liability arises directly from the provision of our legal services, we will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities.

21.8 We will not be liable for failure to or delay in performing our services under the Contract if and to the extent that failure or delay is caused by force majeure (events beyond our control, including but not limited to an act of God, government action, war, riot, acts of terrorism, strike, lock out, trade dispute or labour disturbance, accident, breakdown of machinery, epidemic or pandemic or similar public health emergency, fire, flood, storm or difficulty or increased expense In obtaining information or services of any description). You agree that the time for performance of the obligation affected by force majeure will be extended accordingly.

21.9 We are not and shall not be liable to you or to any other person for any loss, cost or liability whatsoever caused by the act, omission, fraud, delay, negligence, insolvency or default of any bank, financial institution, clearing or payments system or of any regulatory, governmental or supra-national body or authority or of their directors, officers, employees, agents or representatives. In such circumstances you may be eligible to apply to the Financial Services Compensation Scheme within the UK or any similar arrangement that may be available in the Jurisdiction. We make no express or implied comment or assurance surrounding the availability, scope, suitability or eligibility of any such scheme or arrangement for your needs or circumstances.

21.10 We may carry out various searches to assist in complying with our legal or regulatory obligations (including, but not limited to, Companies House or, the Registers of Scotland) online or using recognised providers. We accept no responsibility or liability arising from reliance upon the results of such searches, if they should be inaccurate or incomplete.

21.11 In the event you have a legal entitlement which can be exercised or enforced only at a particular time or by a particular date including but not limited to the raising of court proceedings for any claim or loss suffered by you, then provided always we have advised you at any time in advance of the legal entitlement and its possible expiry or loss, the responsibility for timely action shall rest solely with you with no requirement for us to alert you to the possible expiry or loss of the legal entitlement. No liability whatsoever will attach to us in respect of any loss or expense of any nature whatsoever consequent upon or related to the loss or failure of the legal entitlement by reason of the expiry of the relevant time limit or deadline.

21.12 You acknowledge that the use of suppliers chosen by you, including any Third Party Supplier or any Third Party Solution agreed between us are not without risk and that DAC Beachcroft shall not be liable for any direct or indirect loss arising from any act or omission of:

21.12.1 a supplier chosen by you, including any Third Party Supplier;

21.12.2 any Third Party Solution insofar as permitted under the Contract.

21.13 In the event that clause 21.12 is found to be wholly or partially unenforceable and any liability is found to attach to DAC Beachcroft such liability shall be limited as far as is permitted under the Contract, Applicable Law and/or regulation to the lowest permitted sum. Such sum shall:

21.13.1 be limited to the amount recoverable from such third party in accordance with their terms; and

21.13.2 in no circumstances exceed any applicable professional regulatory minimum insurance requirements; or

21.13.3 not exceed the limit of liability specified in this clause 21.

22. Complaints Handling Procedure

22.1 If you are dissatisfied, have any queries or concerns about the conduct of a matter or our standard of service please immediately notify the person handling your matter or raise these with any matter Partner. They will then follow our complaints procedure (the "Complaints Procedure"), which can be accessed on our website at https://www.dacbeachcroft.com/en/Who-we-are/Our-Policies/Complaints. Our Head of Complaints and their team will review your complaint and respond in accordance with our Complaints Procedure.

22.2 If you are an individual member of the public, a small business, a charity, club or trust, you are able to pursue your complaint through the applicable Complaints Body for DAC Beachcroft and our Complaints Procedure does not affect your rights in any way. Normally, you will need to bring a complaint to the Complaints Body within six months of receiving a final written response from us about your complaint. If in doubt, please refer to the Complaints Body using the details specified for your Jurisdiction.

22.3 If you consider that our charges are higher than they ought to be having regard to the Contract then please discuss this in the first instance with your Client Partner. In the absence of agreement you may make a formal complaint under our Complaints Procedure or where allowed by the Regulatory Authority apply for an Assessment. Within England & Wales if you apply for an Assessment of costs within a month of the date of our invoice your right to a detailed assessment is unconditional. Subsequently, the court may impose conditions or refuse the application. Different considerations or timescales may apply to an Assessment in other Jurisdictions

23. Financial Sanctions

23.1 Each party must each independently comply with Financial Sanctions.

23.2 We keep Financial Sanctions under review for our own purposes and screen against applicable Financial Sanction lists in accordance with our internal policies and procedures, and you are required to do the same in accordance with your own applicable policies and procedures. Should you become subject to Financial Sanctions or where there is any change in ownership or control if you are a corporate entity or trust (as set out in clause 5.1), you shall immediately notify your Client Partner. Unless we confirm our services will include advice regarding your Financial Sanctions compliance, we do not accept any liability in relation to your compliance with Financial Sanctions.

23.3 We reserve the right to cease acting for you with immediate effect as a result of Financial Sanctions applying directly or indirectly to you or your matter.

23.4 We shall not be liable to you for non-performance of any services under the Contract as a result of Financial Sanctions. Our personnel, any Third Party Supplier instructed in accordance with the Contract and other members of our group of companies may rely on this clause.

23.5 In certain cases, we are legally required to report and/or seek authorisation from a relevant authority in relation to certain transactions in order to proceed.

24. Fraud Prevention

24.1 Each party shall comply with all applicable laws, statutes, regulations, and codes relating to the prevention of fraud, including but not limited to the Economic Crime and Corporate Transparency Act 2023 ("ECCTA").

24.2 Each party agrees not to directly or indirectly solicit, entice, induce or otherwise encourage a third party to enter into any agreement or arrangement that provides any benefit, financial or otherwise, to either party or any third party, through fraud or misrepresentation.

24.3 Each party shall promptly notify us if you become aware of any actual or suspected fraudulent activity or misrepresentation in connection with this engagement.

25. Diversity

25.1 We have formal procedures in place to ensure equal opportunities.

25.2 Our equality and diversity policy (the "Equality and Diversity Policy") is available on our website at www.dacbeachcroft.com and on request.

26. Third Parties

26.1 Unless otherwise stated, no provision of the Contract will entitle any third party to rely on or enforce any term of the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 of England and Wales or otherwise save for an entity within the DAC Beachcroft Group.

26.2 The advice we provide is for the benefit of the client to whom our Letter of Engagement is addressed. No benefits under the Contract is to be conferred by you to any third party without our written authorisation. If we do consent to copies of our advice being provided to a third party we will be entitled to charge an additional fee for providing such consent. The amount of the additional fee will be agreed directly with the third party who will be responsible for payment. If you disclose any of our advice or reports to a third party, you will make it clear to the third party that we accept no liability to them.

26.3 The Contract, including all limitations of liability, are intended to be enforceable by individual employees, consultants and partners of DAC Beachcroft and applicable entities within the DAC Beachcroft Group in addition to DAC Beachcroft and the DAC Beachcroft Group.

27. Survivorship, Severability and Non-Waiver

27.1 Any term of the Contract which expressly or impliedly have effect after termination or expiration will continue to be enforceable notwithstanding termination or expiration.

27.2 If the validity or enforceability of any term of the Contract is in any way limited, illegal or unenforceable by law through statute, regulation, by court order or direction of other such competent authority, then the remainder of such term and the other Contract terms shall be valid and enforceable to the fullest extent permitted by such law.

27.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of our rights or the terms under the Contract.

27.4 Any failure by us to insist upon strict performance of any of the Contract terms or any failure or delay by us to exercise any rights or remedies whether under the Contract, at law or otherwise, shall not be deemed a waiver of our rights to insist upon the strict performance of the Contract or of any of our rights or remedies as to any default under the Contract.

28. Force majeure

28.1 DAC Beachcroft shall not be liable for failure to or delay in performing the services if and to the extent that failure or delay is caused by force majeure (events beyond our control, including but not limited to an act of God, government action, war, riot, acts of terrorism, strike, lock out, trade dispute or labour disturbance, accident, "breakdown of machinery, epidemic or pandemic or similar public health emergency, fire, flood, storm or difficulty or increased expense In obtaining information or services of any description). You agree that the time for performance of the obligation affected by force majeure will be extended accordingly. In the event of any such occurrence affecting the duly performance of the services, DAC Beachcroft shall notify you as soon as reasonably practicable.

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Appendix

This Appendix contains entity specific information as set out within our Letter of Engagement to you.

Further details of all the entities within the DAC Beachcroft Group can be found on our website.

DAC Beachcroft LLP	
Registered Office	Woolgate, 25 Basinghall Street, London, EC2V 5HA
Jurisdiction	England & Wales
Entity type and company number (where applicable)	Limited Liability Partnership OC317852

DAC Beachcroft Claims Limited	
Registered Office	Woolgate, 25 Basinghall Street, London, EC2V 5HA
Jurisdiction	England & Wales
Entity type and company number (where applicable)	Private Limited Company 04218278

DAC Beachcroft LLP and DAC Beachcroft Claims Limited further details	
Regulatory Authority	Solicitors Regulation Authority https://www.sra.org.uk/solicitors/standards-regulations/ The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation lies with the Solicitors Regulation Authority, the independent regulatory body of the Law Society.
Complaints Body	Legal Ombudsman Address: PO Box 6167, Slough, SL1 0EH Phone: 0300 555 0333, Email: enquiries@legalombudsman.org.uk Website: www.legalombudsman.org.uk If you consider that our charges are higher than they ought to be having regard to the Contract then please discuss this in the first instance with your Client Partner. In the absence of agreement you may make a formal complaint under our Complaints Procedure or may apply for an assessment by the court under Part III of the Solicitors Act 1974. If you apply for an assessment of costs within a month of the date of our invoice your right to a detailed assessment is unconditional. Subsequently, the court may impose conditions or refuse the application.
Head of Complaints	Richard Chatterton for DAC Beachcroft LLP; David Williams for DAC Beachcroft Claims Limited;
For the purpose of clause 2.1 Financial Services Act means	Financial Services and Markets Act 2000
For the purpose of clause 2.3 Freedom of Information Act means	Freedom of Information Act 2000
For the purpose of clause 5.4 Relevant Agency means	National Crime Agency
For the purpose of clause 13.6 Charges Act means	Section 73 of the Solicitors Act 1974
For the purpose of clause 22.3 Assessment, the following shall apply	Part III of the Solicitors Act 1974

DAC Beachcroft Claims Scotland LLP	
Registered Office	Sutherland House, 149 St Vincent Street, Glasgow G2 5NW
Jurisdiction	Scotland
Entity type and company number (where applicable)	Limited Liability Partnership SO301379
Head of Complaints	John Maillie

DAC Beachcroft Scotland LLP	
Registered Office	Sutherland House, 149 St Vincent Street, Glasgow G2 5NW
Jurisdiction	Scotland
Entity type and company number (where applicable)	Limited Liability Partnership SO307724
Head of Complaints	Jilly Petrie

DAC Beachcroft Claims Scotland LLP and DAC Beachcroft Scotland LLP further details	
Regulatory Authority	Law Society of Scotland The Law Society of Scotland is a designated professional body for the purposes of the Financial Services and Markets Act 2000, and responsibility for regulation and complaints handling lies with the Law Society of Scotland, the regulatory body for solicitors in Scotland.
Complaints Body	Scottish Legal Complaints Commission Address: 10-14 Waterloo Place, Edinburgh, EH1 3EG Phone: 0131 201 2130 E-mail: enquiries@scottishlegalcomplaints.org.uk Website: www.scottishlegalcomplaints.com
For the purpose of clause 2.1 Financial Services Act means	Financial Services and Markets Act 2000
Clause 2.1 also incorporates the following additional term	We are not authorised by the Financial Conduct Authority or any successor regulator to conduct investment business. However, certain representatives are authorised to carry on incidental insurance business and/or incidental investment business and/or incidental mortgage financial business. This part of our business is regulated by The Law Society of Scotland. We do not provide advice, recommendations or expertise in respect of investment matters generally nor in respect of specific financial or tax matters. Any communication which we have with you in respect of any financial or tax matter will be construed as an expression of a non-expert opinion and you will be obliged to obtain separate financial and/or tax advice and opinion and in the absence of their doing so you will be taken to have elected to make your own decision in respect of any financial or investment matter and no liability whatsoever will attach to us.
For the purpose of clause 2.3 Freedom of Information Act means	Freedom of Information Act 2000 and/or The Freedom of Information (Scotland) Act 2002 as the context requires
For the purpose of clause 5.4 Relevant Agency means	National Crime Agency
For the purpose of clause 13.6 Charges Act means	Section 62 of the Solicitors (Scotland) Act 1980 as amended
For the purpose of clause 22.3 Assessment, the following shall apply	If the Client is not satisfied with the amount of DAC Beachcroft's fee, and unless otherwise agreed in writing, the Client has the right to ask DAC Beachcroft to have DAC Beachcroft's account taxed by the auditor of court. The auditor may certify the fee is fair and reasonable or may substitute a lower or higher fee.

DAC Beachcroft (N.Ireland) LLP	
Registered Office	7th Floor Montgomery House, 29-33 Montgomery Street, Belfast, Northern Ireland, BT1 4NX
Jurisdiction	Northern Ireland
Entity type and company number (where applicable)	Limited Liability Partnership NC001542
Regulatory Authority	Law Society of Northern Ireland The Law Society of Northern Ireland is a designated professional body for the purposes of the Financial Services and Markets Act 2000, and responsibility for regulation and complaints handling lies with the Law Society of Northern Ireland, the regulatory body for solicitors in Northern Ireland.
Complaints Body	The Law Society of Northern Ireland Address: 96 Victoria St, Belfast, BT1 3GN Phone: 028 9023 1614 Website: https://www.lawsoc-ni.org
Head of Complaints	Sean McGahan
For the purpose of clause 2.1 Financial Services Act means	Financial Services and Markets Act 2000
For the purpose of clause 2.3 Freedom of Information Act means	Freedom of Information Act 2000
For the purpose of clause 5.4 Relevant Agency means	National Crime Agency
For the purpose of clause 13.6 Charges Act means	Section 71H of the Solicitors (Northern Ireland) Order 1976
For the purpose of clause 22.3 Assessment, the following shall apply	Part V of the Solicitors (Northern Ireland) Order 1976

DAC Beachcroft Ireland LLP	
Registered Office	Three Haddington Buildings, Percy Pl, Dublin 4, D04 T253 Ireland
Jurisdiction	Ireland
Entity type and company number (where applicable)	Limited Liability Partnership
Regulatory Authority	The Law Society of Ireland
Complaints Body	Legal Services Regulatory Authority Address: Complaints and Resolutions Unit, Legal Services Regulatory Authority, P.O. Box 12906, Dublin 7 Phone: 01-8592911 Email: complaints@lsra.ie Website: https://www.lsra.ie/make-a-complaint/ If you have a complaint about the standard of our professional services, if you consider that our charges are higher than they ought to be, or you have any allegations of misconduct against us, you are able to pursue your complaint through the LSRA, and our Complaints Procedure does not affect your rights in any way.
Head of Complaints	Rowena McCormack
For the purpose of clause 2.1 Financial Services Act means	Investment Intermediaries Act 1995
For the purpose of clause 2.3 Freedom of Information Act means	Freedom of Information Act 2014
For the purpose of clause 5.4 Relevant Agency means	An Garda Síochána
For the purpose of clause 13.6 Charges Act means	Section 3 of the Legal Practitioners (Ireland) Act 1876
For the purpose of clause 22.3 Assessment, the following shall apply	Financial Services Compensation Scheme

DAC Beachcroft Hong Kong	
Registered Office	Units 8 and 9, Level 9, K11 Atelier King's Road, 728 King's Road, Quarry Bay, Hong Kong
Jurisdiction	Hong Kong
Entity type and company number (where applicable)	Branch of DAC Beachcroft LLP BRN57859426 (DAC Beachcroft Hong Kong is registered as a Foreign Law Firm, working in Association with CK Lee & Co.)
Regulatory Authority	The Law Society of Hong Kong
Complaints Body	The Law Society of Hong Kong Address: 3/F, Wing On House, 71 Des Voeux Rd Central, Central, Hong Kong Phone: +852 2846 0500 Website: https://www.hklawsoc.org.hk/en/
Head of Complaints	Ross Risby
For the purpose of clause 2.1 Financial Services Act means	The Securities and Futures Ordinance (Cap. 571)
For the purpose of clause 2.3 Freedom of Information Act means	Code on Access to Information
For the purpose of clause 5.4 Relevant Agency means	Joint Financial Intelligence Unit
For the purpose of clause 13.6 Charges Act means	Section 18A of the Legal Aid Ordinance (Cap. 91)
For the purpose of clause 21.4, Liability Cap	In contentious matters, liability shall be limited to the fullest extent permitted by law (in accordance with The Law Society of Hong Kong Practice Direction M)
For the purpose of clause 22.3 Assessment, the following shall apply	Taxation of legal costs under s.67 of Legal Practitioners Ordinance (Cap. 159)

DAC Beachcroft Pte. Ltd. – Singapore	
Registered Office	IOI Central Boulevard Towers, 2 Central Boulevard, #40-00, Singapore, 018916
Jurisdiction	Singapore
Entity type and company number (where applicable)	Limited Liability Company 202432867Z
Regulatory Authority	Legal Services Regulatory Authority (“LSRA”)
Complaints Body	Legal Services Regulatory Authority (“LSRA”) Website: https://eservices.mlaw.gov.sg/lsra/complaint-introduction Any complaints against individual lawyers in our team can be raised with the Law Society of Singapore.
Head of Complaints	Summer Montague
For the purpose of clause 2.1 Financial Services Act means	Financial Advisers Act 2001
For the purpose of clause 2.3 Freedom of Information Act means	Not applicable
For the purpose of clause 5.4 Relevant Agency means	Suspicious Transaction Reporting Office ("STRO") of the Singapore Police Force
For the purpose of clause 13.6 Charges Act means	Section 117 of the Legal Profession Act 1966
For the purpose of clause 22.3 Assessment, the following shall apply	Legal Profession (Solicitors’ Remuneration) Order