



TERMS OF BUSINESS (DECEMBER 2020)

THIS IS AN IMPORTANT DOCUMENT. PLEASE KEEP A COPY TOGETHER WITH EACH ENGAGEMENT LETTER ATTACHING OR REFERRING TO THIS DOCUMENT, IN A SAFE PLACE FOR FUTURE REFERENCE.

1 INTRODUCTION

This document explains the basis on which we work with our clients. Please let us know if you have any questions about its contents. Reference in this document to a section is to a section of this document. Further information relating to the interpretation of this document is set out in section 28.

2 OUR AGREEMENT WITH YOU

2.1 The terms on which we will act for you in relation to each matter on which we are instructed by you (the “**Agreement**”) comprise the engagement letter in relation to that matter and these terms of business. In the event and to the extent of any conflict between these terms of business and the terms of our engagement letter for a particular matter, the terms of that letter shall prevail.

2.2 Our engagement letter may be specific to one particular matter or several matters or may apply generally to all matters on which you instruct us. Where we use the expression “**your matter**” in these terms of business, that refers to each separate matter on which you instruct us, whether or not that matter is the subject of its own engagement letter.

2.3 The terms of the Agreement may only be varied with the written agreement of a partner of Lewis Silkin LLP or (if applicable) of any Successor Firm (as defined in section 26). The terms will not be varied or supplemented by any terms set out or referred to in any purchase order documentation which you may send to us. Where we agree to vary our terms of business, we will generally do that by specific provisions within the engagement letter.

2.4 We provide our services under the Agreement for the benefit of our client (and no other person) and we will only owe duties to our client. No third party has the right to enforce any of the terms of the Agreement. For example, where our client is a company, that company will be our client and we will only owe duties to that company and we will not also owe duties to its shareholders, officers, or employees or (unless otherwise agreed in our engagement letter) to any companies in the same group as our client

2.5 Your continuing instructions in respect of your matter following receipt of our engagement letter amounts to your confirmation of acceptance of the terms of the Agreement.

2.6 Save as provided in section 26 (Successor Firm), neither we nor you may assign any rights or obligations under the Agreement unless agreed in writing.

2.7 Where you (our client) are a corporate entity, partnership, unincorporated association, regulatory body, regulatory authority or supervisory authority we will be entitled to assume that any individual who gives us instructions in relation to your matter is authorised to give such instructions and to receive our advice on your behalf, unless you tell us otherwise in writing.

3 ABOUT US

3.1 References in these terms of business to “**we**”, “**our**” or “**us**”, or to “**the firm**”, are to Lewis Silkin LLP, a limited liability partnership registered in England & Wales under number OC317120 whose registered office is at 5 Chancery Lane, Clifford’s Inn, London EC4A 1BL. As well as the name “Lewis Silkin” we also use a number of different trading names and styles, including lus

Laboris, Rockhopper, WorkspHERE, Instaspace and Lewissilkinhouse (each a “**Lewis Silkin Brand**”). All services provided by us under a Lewis Silkin Brand are provided by Lewis Silkin LLP. Where services are provided under a Lewis Silkin Brand, those services will typically be provided under separate terms of business particular to the relevant Lewis Silkin Brand. Services provided by Lewis Silkin offices operating in jurisdictions outside of England & Wales are provided by separate firms established in the relevant jurisdiction (“**Lewis Silkin Group Firms**”) and will be provided under the relevant firm’s terms of business.

- 3.2 In common with most other limited liability partnerships we call our members “partners” rather than use the legal term “members”. However, they are not partners in the legal sense and do not have joint and several personal liability to you. All liability is the sole responsibility of Lewis Silkin LLP. When we refer to our “**staff**” that refers to all of the firm’s partners, directors, and employees, and when we refer to our “**employees**” that refers to any individual who is employed or engaged under a contract of service or a contract for services, or who is seconded to us from time to time (including from other law firms and from clients of the firm). Also in common with many other limited liability partnerships we use the term “director” for employees holding senior management roles, and those individuals are not directors of the firm.

4 OUR CLIENT

Our client(s) (also referred to as “**you**”, “**your**” and “**yours**”) is/are the person(s) identified as our client(s) in the engagement letter. Where the main body of the engagement letter doesn’t specifically identify who our client is, it will be the person to whom the engagement letter is addressed.

5 RESPONSIBILITY FOR YOUR WORK

- 5.1 Although you may have regular contact with several of our partners, one of our partners will be your primary contact as your relationship partner, and he or she will be referred to in our engagement letters as your “**Client Partner**”. Your Client Partner has overall responsibility to you for all matters on which you instruct us.
- 5.2 Separately, one of our partners will have primary responsibility for supervising the work we do on each separate matter on which you instruct us, and that partner (who may also be your Client Partner) will be your “**Matter Partner**” for that matter.
- 5.3 Our engagement letters will tell you which of our staff we expect to be working on the matter(s) on which you have instructed us and will generally include details of your Client Partner and (if different) your Matter Partner for the relevant matter.
- 5.4 Your Client Partner and/or Matter Partner should be your first port of call if you are dissatisfied with any element of our service to you (see section 15).

6 OUR SERVICES TO YOU

- 6.1 We will provide our services to you with reasonable skill and care.
- 6.2 Unless otherwise set out in our engagement letter for a particular matter, we are not responsible for advising you on non-legal issues, including as to the commercial terms of any transaction or the value of any investments or other assets, or on the tax implications of the matter on which you have instructed us.
- 6.3 Subject always to sections 8 (Information about you and your matter) and 12 (Money on account) below, we will generally commence providing our services immediately following receipt of your instructions. Please see section 22 below as regards the termination of our engagement.

6.4 We will comply with your instructions, even where these are contrary to our recommendations, except where we feel it would be unlawful, improper or unethical to do so, contrary to our professional obligations or inconsistent with maintaining a proper working relationship. We will where applicable (and provided that we are satisfied that it would not be unlawful for us to do so) explain to you our reasons for not following your instructions.

6.5 We have no duty to you to provide you with or act upon information which is either confidential to another client of the firm or not within the actual knowledge of the staff working on your matter.

7 ENGAGING OTHERS ON YOUR BEHALF AND THE USE OF THIRD PARTY SERVICE PROVIDERS

7.1 Where requested by you or with your approval where recommended by us, we may instruct other professional service providers (such as specialist counsel, law firms in other jurisdictions (which may include Lewis Silkin Group Firms), accountants, trade mark attorneys, translators or expert witnesses, for example) to provide you with their services alongside our services to you, and we may terminate their engagement to provide such services. We will generally incur their fees and expenses as an expense to us which we will recharge to you, although may arrange for them to invoice you for their fees and expenses directly. We don't accept responsibility to you for the services provided by such persons and we will not be liable to you for the acts or omissions of such persons (except to the extent we have directly caused the act or omission).

7.2 Where we instruct others on your behalf as set out in section 7.1, we will generally do so on the basis of the relevant service provider's terms of business, which you authorise us to negotiate and/or accept on your behalf. We can provide you with a copy of such terms of business on request.

7.3 We will seek your prior written approval before instructing another Lewis Silkin Brand or another Lewis Silkin Group Firm on your behalf. Unless otherwise agreed with you, any Lewis Silkin Brand or Lewis Silkin Group Firm which provides its services to you will do so under its own terms of business and will be responsible to you for the services provided to you by it.

7.4 We may from time to time use subcontractors for non-professional services (such as the use of document management solution providers, data centres and outsourced document production service providers) in the provision of our services to you.

7.5 We may from time to time make available the use of technology solutions (including those of third parties) in connection with the provision of our services to you. Additional terms and conditions may apply in relation to your use of these solutions and we may charge you a fee for the use of such solutions, which will be explained to you in advance, either in our engagement letter or by email. We do not accept responsibility to you for any failure or unavailability of such solutions, although we will take reasonable steps to work around such issues if/when they arise. You should undertake your own technical and other due diligence (including penetration testing where appropriate) before using these solutions. You and/or your users may be asked to enter into separate contracts with the providers of those products and services.

7.6 You may ask us to make use of certain proprietary or third party technology solutions in connection with:

- (a) the payment of our invoices. We shall take reasonable steps to do so and to use these payment solutions in accordance with all reasonable use requirements made known to us by you, but it remains your responsibility to ensure that our invoices are paid on time; and

- (b) the provision of our services, such as data sharing platforms. Where we agree to use these solutions, our ability to use, and our use of, those solutions will be subject to our latest 'IT Policies' (which are available on request), and subject to that caveat we shall take reasonable steps to use those solutions in accordance with any reasonable use requirements made known to us by you. However, it remains your responsibility to ensure the accuracy, completeness and security of data stored on and/or shared by those platforms (except to the extent any issue is caused by us).

8 INFORMATION ABOUT YOU AND YOUR MATTER

- 8.1 We will not be able to act for you unless you provide us promptly on request with all "client due diligence" or "know your client" information and documents which we require to identify you as our client (including, where appropriate, details of your beneficial ownership) in order to comply with regulatory requirements imposed on us. Those requirements (and their interpretation) are changing constantly and we may be required to ask you for additional information or documentation before commencing work on another matter, or after we have started work on a particular matter. We are relying on you to provide us with information which is accurate and not misleading by any omission and documents which are genuine, and to let us know promptly of any significant changes to that information (including any changes in your beneficial ownership). We may from time to time ask you confirm that the information provided to us previously remains true, accurate and up-to-date, and/or to refresh or update the information (or supporting documents) provided to us. We may also be required to notify UK Companies House of any discrepancy between the information regarding those persons with significant control registered at Companies House and the information concerning your beneficial ownership provided to us by you or otherwise discovered by us.
- 8.2 We will be entitled to rely on the accuracy of any information and documentation provided to us on your behalf by any individual who we have reason to believe is authorised by you to provide such information and documentation.
- 8.3 We rely upon you to provide us with the name and details of any person with a significant interest in your matter or the work you ask us to undertake. We will undertake a conflict search on the names you provide to determine whether any conflict (legal or commercial) exists which may impact on our ability to act on your behalf or the basis upon which we may act. We also rely upon you to provide us with names and details of any other person who may have any such significant interest immediately upon your becoming aware of that interest. We will carry out conflict searches in relation to such further or additional parties as notified.
- 8.4 You acknowledge that if a conflict of interest (legal or commercial) is discovered after we have begun work on your matter, we may be required to stop working on that matter, although of course we would discuss the position with you if such circumstances were to arise.
- 8.5 We rely upon you to provide us with accurate and complete information about the work you have asked us to do, in good time to enable us to carry out that work, and to let us know promptly of any significant changes either to that information or to your circumstances generally
- 8.6 We will not be liable for any loss or damage which you may incur as a consequence of either our reliance upon information and/or documentation provided by you or on your behalf or your failure to disclose to us promptly any information and/or documentation which is relevant to your matter.
- 8.7 You acknowledge that we may share information relating to you and your matters in accordance with section 21 (Client Confidentiality).

9 OUR CHARGES

- 9.1 Unless otherwise agreed, our fees and expenses for your matter (“**our charges**”) will be based, among other things, on the factors set out in this section 9, regardless of whether your matter proceeds to a conclusion.
- 9.2 Where our fees are calculated by reference to the time spent dealing with a matter, those will be charged to you, in six-minute units, at the applicable hourly rate(s) as set out in the engagement letter or otherwise provided to you in writing. Our hourly rates are reviewed from time to time – typically on or around 1 April each year.
- 9.3 Where agreed with you and set out in the engagement letter our fees may reflect the nature, complexity and or value of your matter, the particular skills and experience of the staff working on your matter and the timescale for advising on your matter.
- 9.4 Any estimate which we may provide you from time to time in relation to our charges is only given for your guidance as an indication of the likely amount of our charges for your matter, and is not a fixed fee quote. Our fees may exceed any estimate provided.
- 9.5 Unless otherwise agreed, where we agree to render our services in relation to your matter for a fixed or capped fee, that fee will be based upon the agreed scope of our services in relation to your matter. If we are required to undertake any work which is outside that scope we may charge for that additional work on the basis set out in sections 9.2 and 9.3.
- 9.6 Our charges for your matter may include costs and expenses incurred in instructing third parties on your behalf (as to which see section 7 above) and other costs and expenses incurred by us in the course of working on your matter, such as travel expenses, courier costs, search fees, bank charges and expenses for the use of conference call facilities, and any charge we may apply for the provision of copying or document production services.
- 9.7 Unless we have agreed to bill you in another currency, we will charge you for costs and expenses which we incur in any currency other than Sterling by converting the amount of such costs and expenses into Sterling at the prevailing exchange rate. We will not charge you for any loss we may subsequently incur or account to you for any gain which we may make as a consequence of subsequent exchange rate movements. Where we have agreed to bill you in another currency the same principle will apply in relation to any costs and expenses incurred by us in a currency which is different to the currency in which we bill you.
- 9.8 If we are acting for you in relation to a dispute and any court, relevant law or regulation imposes any limit on the costs you can claim or recover from another party, you agree that our charges will not be subject to any such limit, and that we will be entitled to charge you on the basis set out in the Agreement, whether or not the costs exceed the limit or you recover (or are able to recover) all or any of our charges from another party to that dispute. Please note that the amount of costs recovered from the losing party by a winning party in litigation is typically less than the costs actually incurred by the winning party.
- 9.9 You agree to pay our charges when they become due for payment (see section 11 below) without any set-off, withholding or deduction.
- 9.10 Where you (our client for your matter) are more than one person, each person will be jointly and severally liable for payment of our charges unless otherwise specified in the engagement letter.
- 9.11 You will remain primarily liable for payment of our charges even where another person (such as an insurer or another party to a dispute, for example) has agreed to pay our charges, or a contribution to your charges, on your behalf.

10 VAT

- 10.1 Our VAT registration number is GB 135 5812 16.
- 10.2 Our charges are, where applicable, subject to VAT at the prevailing rate from time to time.

11 BILLING ARRANGEMENTS

- 11.1 Unless otherwise agreed, we will issue you with interim bills in relation to your matter. Our usual practice is to issue such bills on a monthly basis.
- 11.2 Unless otherwise agreed by us or indicated on the relevant bill, each interim bill we send you will be an interim statute bill, which will be a complete and final bill in respect of our fees for work done in the period stated to be covered by the bill. At the conclusion of your matter or, if earlier, upon termination of our engagement in relation to your matter, we will issue a final bill. The final bill will cover our fees for work done since the end of the period covered by the last interim statute bill.
- 11.3 Please note that interim statute bills or final bills may not include charges for all expenses and/or disbursements incurred in the period to which the bill relates, since third parties may not have sent us an invoice or a note of their charges to us in time for those to be included on our bill. In that event, the relevant expenses and disbursements will be invoiced to you after we have received the relevant third party invoice or advice note.
- 11.4 If we are acting for you in relation to a transaction where you are the purchaser, we may at the appropriate stage send you a statement showing what sums are required from you in order to complete the transaction, which may include a sum relating to our charges. If you fail to pay us those sums (including our charges) in time for completion on the planned completion date, we reserve the right to decline to complete the transaction until we have received those sums in full.
- 11.5 If we receive in relation to your matter either an overpayment or a refund of costs or expenses of an amount equivalent to £10.00 (ten pounds) or less and we have no outstanding charges, we may pay over this small balance to our designated charity.
- 11.6 All of our bills are payable upon receipt by you, unless otherwise agreed by us in writing. You must notify us as soon as possible if you consider that you might be unable or unwilling to pay any of our bills.
- 11.7 You will only be entitled to delay payment of a bill on the grounds that no purchase order number is quoted on that bill where:
 - (a) we have previously agreed in writing to quote such numbers on our bills in order to facilitate your payment processes; and
 - (b) you have provided us with the relevant purchase order number when first instructing us in relation to your matter.

12 MONEY ON ACCOUNT

- 12.1 We reserve the right to require you, at any time, to pay money on account of our charges. This is particularly important where we may be required to carry out a considerable amount of work over a short period, or to incur material costs and expenses on your behalf.
- 12.2 If you pay us money on account, that will be held by us on our Client Account until we deliver a bill to you. While any such sums are held on Client Account, we will account to you for any interest on them (i.e. sums on Client Account) in accordance with SRA requirements and the firm's policy on the payment of interest on client balances. A copy of the firm's policy is available on request. We will transfer the appropriate amount from our Client Account to our Office Account in settlement of any bill(s) without needing consent from you to do so. If a matter

continues over an extended period, or if we anticipate that our charges will exceed the sums held on Client Account, we may request further money on account.

- 12.3 If we request money on account, you must pay this to us within seven days unless we specify a different timeframe for payment. Where we request money on account and you fail to pay the amount requested within the specified timeframe, we reserve the right to cease all work (or not to begin work) on your matter, and not to commence or recommence work on your matter until the payment has been made into our Client Account.

13 LATE PAYMENT

- 13.1 We reserve the right to charge you interest on any part of our charges which are not paid on the due date, from the date that such sums were due for payment until the date of our receipt of such sums in cleared funds. Unless otherwise agreed interest will be charged on a daily basis at an annual rate of five percent above the Bank of England base rate. In the event of non-payment, you will also pay all the costs of collection, including reasonable lawyers' fees and costs for the time spent during any audit and/or proceedings or otherwise relating to the collection process.

- 13.2 In addition, if we don't receive payment of our charges within 30 days of the date of the corresponding bill or don't receive monies on account requested by us in accordance with section 12 by the deadline for payment of such monies specified by us, then, in addition to any other rights and remedies available to us we may:

- (a) on written notice to you, suspend or cease working on your matter (and any other matter on which we are currently working for you) and/or terminate our engagement with immediate effect: In litigation cases this may require us to apply to the Court for an order to come off the Court record, and you would then be liable for our charges in connection with that application; and/or
- (b) retain (and exercise a lien over) any or all documents and papers in our possession until we have received payment of all amounts due to us (plus any interest charged by us under section 13.1).

14 SRA STANDARDS AND REGULATIONS

We are authorised and regulated by the Solicitors Regulation Authority in England and Wales ("SRA"), under registration number 439493. We are therefore subject to the SRA's standards and regulations (as amended and updated from time to time), a copy of which can be accessed on the SRA's website at www.sra.org.uk.

15 CONCERNS AND COMPLAINTS

- 15.1 If you have any concerns in relation to the services we have provided to you, including any complaint about any of our bills, then please let us know. Concerns can often be resolved by informal discussion with the partner responsible for your matter or with your Client Partner and we aim to deal with concerns in this way wherever possible.
- 15.2 If in any particular case resolution cannot be reached through informal discussion, you may wish to make use of our formal complaints procedure. Details of this procedure are available on our web site (www.lewissilkin.com/complaints) and/or on request to any partner in the firm.
- 15.3 If you are not satisfied with the conclusions reached and/or the proposals made through our own complaints procedure then you may have the right to complain to the Legal Ombudsman (whose website is at www.legalombudsman.org.uk) who can be contacted by email (to enquiries@legalombudsman.org.uk), by post to PO Box 6806, Wolverhampton, WV1 9WJ or by telephone on number +44 (0)300 555 0333. Should you wish to complain to the Legal Ombudsman, you must do so (a) within six months of the receipt of our final written response;

and (b) within six years from the date of the act/omission, or three years from when you should have known about the complaint. You may separately complain to the SRA, whose details and procedures are published on their website (see section 14).

15.4 Your further rights in relation to any disputes about bills are described in section 16.

16 IF YOU DISPUTE THE AMOUNT OF A BILL

16.1 If you are not satisfied with the amount of a bill, you may have the right to object to the bill by making a complaint as described in section 15 above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitor's Act 1974 within the prescribed time periods set out in that Act. However, please be aware that the Legal Ombudsman may not be able to consider a complaint about our bill if you have applied to the Court for detailed assessment of the bill.

16.2 We will remain entitled to interest on any unpaid bills, as explained above (except to the extent that we agree to reduce the amount of any bill or the Court, the Legal Ombudsman or the SRA determines that we should reduce that amount).

17 RISKS OF CYBERCRIME AND FRAUD

Due to the risks of cybercrime, if you receive (in any form or format) any correspondence which states that we have changed our bank account details, including correspondence which appears to have been sent by us, please do not respond to that correspondence but contact us as soon as possible and do not transfer any money to any account the details of which are provided in that correspondence unless we have confirmed such details by telephone.

18 INSURANCE

We maintain professional indemnity insurance which covers all work carried out by us and which extends to our acts or omissions wherever in the world they occur, subject to policy terms and conditions.

19 FINANCIAL SERVICES

19.1 We are not authorised by the Financial Conduct Authority ("**FCA**") to carry on any regulated activities (as defined by the Financial Services and Markets Act 2000) and so if you require advice in connection with regulated activities such as investments, we may refer you to a person who is authorised by the FCA to give that advice. However, as we are regulated by the SRA, we are able to engage in certain limited regulated activities where these are closely linked to the legal work we are doing for you.

19.2 As we are registered with (but not authorised by) the FCA we can carry on insurance distribution activity (which is, broadly, advising on, selling and administering insurance contracts). This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The FCA's register can be accessed via the FCA website at www.fca.gov.uk/register.

20 FILES AND DOCUMENTS

20.1 We may (including after the termination of our engagement) retain those of your papers, documents and other property which are in our possession until we have been paid in full all monies properly payable to us by you or on your behalf. Subject to that caveat, we will return to you on request those papers and documents to which you are entitled.

20.2 Following the conclusion of your matter, we will store our file of papers and documents (except, subject as provided above, any papers or documents which you have asked to be returned to you) electronically and/or in paper form for a reasonable period, generally not exceeding seven

years following the conclusion of your matter (or if earlier the termination of our engagement in relation to your matter). You acknowledge that we will not owe any duty to you to keep such papers and documents after the end of that period and you authorise us to destroy them (and delete them from our systems) at that time, unless we have previously agreed with you to retain them for a longer period.

- 20.3 We reserve the right to make a charge based on the time spent by any member of staff in considering and sorting stored papers or documents, searching for particular documents and/or sending them to you or another person at your request.

21 CLIENT CONFIDENTIALITY

- 21.1 Subject as provided in this section 21, we will keep information relating to you and your matter which is not publicly available ("**your client information**") confidential and will not disclose your client information to any other person.

- 21.2 We may disclose your client information to any person where, in our judgement, we consider that necessary in connection with our services to you. We may also disclose your client information to our staff, the staff of any other Lewis Silkin Group Firm, others we instruct on your behalf (as set out in section 7), our subcontractors and our insurers, insurance brokers, bankers, auditors and accountants and our own external legal advisors where required either in connection with the provision of our services to you or the effective management of our business.

- 21.3 Notwithstanding our duties of confidentiality to you, circumstances may arise where we consider that we are required to disclose your client information to police, governmental, regulatory or supervisory authorities. In circumstances where we conclude that we are obliged to disclose your client information to any such authority, we may not be able to inform you that a disclosure has been made, or the reasons for such disclosure, where the act of informing you ("tipping-off") would be a criminal offence or we are asked not to inform you by the relevant authority. We may also be required to suspend or cease the provision of our services to you following the making of such disclosures unless and until approved by the relevant authority.

- 21.4 Unless otherwise agreed in writing, we may disclose your identity and the fact that you are or have been a client of the firm, for the purposes of marketing our services to others. In doing so we may include a general description of the work which we are doing or have done for you provided that this information is not itself confidential at the relevant time.

22 TERMINATION OF OUR ENGAGEMENT

- 22.1 Unless terminated earlier by either you or us, our engagement in connection with your matter will come to an end on the conclusion of your matter.

- 22.2 You may terminate our engagement in relation to your matter at any time, provided that you do so in writing and in language which makes it clear that you wish to do that, whether or not you then elect to terminate our engagement in relation to other matters on which we are then instructed by you. If you terminate our engagement you will continue to liable to pay all of our charges which have been incurred up to the time of termination.

- 22.3 We may cease providing services to you where we have a good reason for doing so, provided that we give you reasonable notice in writing before doing so (unless we are prevented from giving you such notice by applicable law or the order of a court or regulatory authority). Examples of what would amount to a good reason for these purposes include:

- (a) the circumstances set out in section 13; or
- (b) if there is a breakdown of trust and confidence between you and us; or

- (c) if a conflict of interest (legal or commercial) is identified (and in such circumstances the provisions of section 8.4 shall apply); or
- (d) if you fail to provide on request information and/or documentation required in order to verify your identity, as referred to in section 8.1; or
- (e) if any guarantee provided in relation to your obligations to pay our charges is withdrawn by the giving of notice, or if in our opinion we may not be able to enforce that guarantee; or
- (f) if we are required for any regulatory reason to cease acting for you.

23 RESTRICTIONS ON OUR LIABILITY

23.1 Subject to section 23.2 below

- (a) Unless otherwise agreed in writing between us, our maximum aggregate liability in connection with your matter, whether in contract, tort (including negligence) or otherwise shall be limited to the greater of (a) an amount equal to 10 times the fees which have been paid to us in connection with that matter; or (b) the amount of £10 million.
- (b) Where we have agreed to instruct others to provide services for you in accordance with section 7 above then our liability shall be limited to losses arising directly from any failure to take reasonable care in carrying out your instructions relating to the selection and briefing of such persons and/or any failure to take reasonable care in relation to project management services we have agreed to undertake on your behalf in relation to the provision of such services.
- (c) We shall not be liable to you for any loss of your monies arising from the insolvency of any bank or other authorised financial institution holding your monies in a client account for us, or for any failure by any such bank or financial institution to repay such monies on demand (or at all).
- (d) We will not be liable in connection with your matter, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss or damage of any kind howsoever arising and however caused and whether or not such loss or damage is foreseeable, foreseen or known.

23.2 Nothing in these terms of business shall exclude or in any way limit our liability for fraud, or for death or personal injury caused by our negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

23.3 These terms of business when read in conjunction with our engagement letter set out the entire agreement between us and you in connection with your matter, and we don't accept liability for any representations not set out in the Agreement or for any warranties or other terms which may be implied by applicable law. In particular, we make no representations that you will be successful in any litigation on which we are engaged or that any transaction in relation to which we are engaged will close (whether on terms satisfactory to you or at all).

23.4 We shall not be liable for any delay or suspension in the provision of our services what is caused by circumstances beyond our reasonable control, provided that we notify you as soon as we are able to do and do all we reasonably can to address the cause of the delay or suspension.

23.5 Notwithstanding any liability of the firm for the acts and omissions of our staff, you agree that you will only bring a claim arising from or relating to the services provided against Lewis Silkin LLP and not against any of our staff personally.

24 DATA PROTECTION

- 24.1 We will act as data controllers in common with you in relation to any Personal Data (relating, without limitation, to the Personal Data of any of your workers, our workers, any opponent or vendor or purchaser including Personal Data relating to their legal advisors or workers as relevant) processed by you or us during and/or as part of any work undertaken in the course of our engagement ("**Shared Personal Data**"). As such both you and we will comply with our respective legal and regulatory obligations (including under Data Protection Legislation) in relation to the Shared Personal Data. In particular, you shall ensure that you are lawfully entitled to share the Shared Personal Data with us (including by ensuring you have a lawful basis to share the Shared Personal Data and providing data subjects with appropriate notices in respect of such sharing) and you shall not disclose to us more Shared Personal Data than is strictly necessary for us to provide our services to you.
- 24.2 Both you and we will take appropriate technical and organisational measures which are designed to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data.
- 24.3 To the extent we receive a data subject rights request under Articles 15-21 of the GDPR (or similar) (a "**Data Subject Rights Request**") in relation to any Shared Personal Data, we shall deal with such Data Subject Rights Request as we see fit acting in our sole discretion. However where we receive a Data Subject Rights Request on your behalf we shall notify you without undue delay and provide such co-operation and assistance to you in accordance with this Agreement and any agreed fee arrangement.
- 24.4 If you are based within the EEA, please note that where necessary during and/or as part of any work undertaken in the course of our engagement we will transfer Shared Personal Data to countries outside the EEA (including but without limitation to others we instruct on your behalf, as set out in section 7.1, who are based in such countries).
- 24.5 In this clause 24:
- (a) "**data controller**" and "**Personal Data**" have the meanings given to them in the Data Protection Legislation;
 - (b) "**Data Protection Legislation**" means all applicable data protection legislation including the GDPR and the Data Protection Act 2018; and
 - (c) "**GDPR**" means the European Union General Data Protection Regulation (EU) 2016/679.
- 24.6 You can find more information about how we process Personal Data in our privacy notice which can be found on our website at www.lewissilkin.com/privacy-policy.

25 FILE SHARING SERVICES, ELECTRONIC COMMUNICATIONS AND SKYPE

- 25.1 If you ask us to access, download documents from or upload documents to, your account on a file sharing or cloud service (such as Dropbox, for example) you acknowledge and accept that:
- (a) we have not advised you in connection with the selection or use of that service;
 - (b) you have specifically instructed us to use that service in connection with our services to you and that you recognise that the service may not be secure and/or may be unavailable from time to time;
 - (c) you assume all the risks and liabilities arising from the use of that service and accept that we shall not be liable for any loss or damage whether in contract or in tort (including negligence) arising from any unavailability of the service (or documents which we have uploaded to or edited via the service) or any unauthorised access to the service.

- 25.2 You acknowledge that we may use emails and other methods of electronic communication to communicate with you, and that such methods of communication are not secure. Where you (or any individual on your behalf) communicates with us by SMS text message or a social media message service such as WhatsApp or Facebook Messenger we may communicate with you in the same manner. If you may have any concerns in relation to the use of such methods of communication, please would you discuss those concerns with your Client Partner.
- 25.3 You agree that we may use Skype (or any other similar VOIP communication tools) when acting for you. If you'd rather we didn't do so, please notify your Client Partner.

26 SUCCESSOR FIRM

If we merge with another firm or transfer our business to another limited liability partnership, a partnership or a company (a "**Successor Firm**") then our engagement with you to provide services under the Agreement shall not terminate by reason of such merger or transfer. You agree that the Successor Firm is automatically appointed by you so that continuity of service can be provided to you. The terms of the Agreement shall then take effect as between you and the Successor Firm. Please note that either we or the Successor firm may in such circumstances notify you as to actions you may need in order to enable continuity of service. This section 26 does not in any way limit your rights to terminate our engagement in relation to your matter as set out in section 22.

27 INVALIDITY

Each provision of the Agreement is separate and independent of the others and if any part of the Agreement is held to be invalid, the remainder of the Agreement will continue in full force and effect.

28 INTERPRETATION

28.1 In these terms of business:

- (a) All capitalised terms and expressions have the meaning first ascribed to them in this document;
- (b) words importing the singular shall include the plural and vice versa and words importing any particular gender shall include the other genders (and in the case of any individual, any individual who self-identifies as non-binary);
- (c) the headings to these sections are for convenience only and neither such headings nor the relative order of the sections are intended to be taken into account in connection with the interpretation of these terms of business;
- (d) any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- (e) any reference to a statute, statutory provision, regulation, code or guideline ("**legislation**") is a reference to such legislation as amended, updated or re-enacted from time to time.

29 GOVERNING LAW AND JURISDICTION

The Agreement is governed by and shall be construed in accordance with the laws of England and Wales. You irrevocably agree to submit to the jurisdiction of the courts of England and Wales in relation to any dispute which may arise between us, irrespective of the subject of the dispute or where the work to which it relates has been carried out. You also agree that in connection with any claim for payment of our charges we may bring proceedings against you

in any jurisdiction where you or your assets are located, and that if we so elect such proceedings may be brought by way of arbitration, held in London, under the rules of the London Court of International Arbitration. Any such arbitration shall be conducted in the English language, with one arbitrator.

1 December 2020