

EMB Solicitors Terms of Business

1. General

- 1.1: The terms set out in these terms of business (these terms) or as may be updated from time to time apply to all dealings between EMB Solicitors and the person (including for the purpose of these terms any individual, company, corporation, partnership or other incorporated or unincorporated body) to whom our services are supplied (you). In these terms references to we, us and our are references to EMB Solicitors and any successor or assignee.
- 1.2: These terms of business supersede any earlier terms of business we may have provided to you.
- 1.3: Any reference to an employee or consultant of EMB Solicitors includes an employee or consultant of a company providing services to EMB Solicitors.
- 1.4: Your contract is with EMB Solicitors. There is no contract between you and any employee or consultant of EMB Solicitors. Any advice given to (or other work done for) you by an employee or consultant of EMB Solicitors is given (or done) by that person on behalf of EMB Solicitors and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work. All correspondence and other communications sent to you in the course of our work, whether signed by a member, consultant or employee will for all purposes be treated as having been sent on behalf of EMB Solicitors.
- 1.5: When you instruct us in relation to any new matter or case we will normally send you a letter confirming your instructions (an engagement letter). The terms of an engagement letter (if any) and these terms (or as may be updated from time to time) will together form a contract between you and us in relation to that matter or case. If there is any conflict between them, the engagement letter terms will prevail over these terms.

2. The Proceeds of Crime Act 2002 (POCA)

- 2.1: We must, when acting for you, establish your identity. It is a condition of our engagement that you supply us with such identification information and details, including any relevant identification information for any third party providing funds for any transaction, as we may properly request from time to time. If we are not given satisfactory information in sufficient time we will be obliged to terminate the engagement. In that event you will be charged for the work done up to the time we stop acting.
- 2.2: POCA also imposes on us a wide statutory obligation to report to the relevant authorities circumstances, of which we have knowledge or suspicion, that another person is engaged in certain criminal activities (including acquiring and possessing the proceeds of any crime). If we make a notification to the relevant authorities, we will not be able to inform you of this fact and may not be able to proceed with the engagement unless we receive the appropriate consent. Consent, if given, may take up to 39 days to obtain. If consent is refused, we will, by law, be unable to tell you why we cannot proceed.
- 2.3: Where we terminate our engagement under this paragraph we will be entitled to charge our appropriate fees for the work carried out to the date of termination, notwithstanding that we have been unable to complete the engagement.
- 2.4: We will not be liable for any loss, damage, delay, costs, penalties or other losses incurred by you resulting from or in connection with the compliance by us with our statutory duties (or in acting as we may reasonably believe we are required to do).

3. Financial services

- 3.1: We are not regulated by the Financial Services Authority. However, as we are regulated by the Solicitors Regulatory Authority for the purposes of the Financial Services and Markets Act 2000, we can provide certain limited services in relation to investments if they are closely linked with the legal services we are providing to you.

4. Our responsibilities

- 4.1: We will provide the agreed services with reasonable skill and care and in a timely manner subject to the engagement letter and these terms.
- 4.2: The work we carry out for you will necessarily reflect the circumstances in which the work is carried out. By way of example only, where work is carried out in restricted timescales or unusual circumstances, you accept that we may be unable to provide you with the same level of written advice or confirmation as may be appropriate where such restrictions or circumstances do not exist.
- 4.3: Our work and advice will cover the agreed services for the purpose expressly made known to us by you. In the absence of specific instructions from you accepted by us in writing, we will not be obliged to provide, and can accept no liability for, advice or work beyond the scope of the agreed services or in relation to factors of which we were not specifically made aware.
- 4.4: If you have any problem or complaint in relation to our services which you are unable to resolve with the solicitor responsible for the work or the solicitor who normally has overall responsibility for your work, you should raise the matter by letter marked 'Private and Confidential' for the attention of the 'Principal'. The Principal or other person designated by EMB Solicitors from time to time for such purpose will then investigate the issue, take such action as we consider appropriate in accordance with our complaints procedure, and report back to you as soon as possible.
- 4.5: If, after the above procedure has been followed, you are dissatisfied with our response, you may approach the Legal Complaints Service, which has complaints, and redress scheme. Details are available from us on request.

5. Your responsibilities

- 5.1: You must provide us with timely, accurate and up to date information relating to the agreed services and notify us promptly of any material change in information or circumstances.
- 5.2: We will be entitled to rely on information that you give us without further verification unless expressly agreed otherwise.
- 5.3: You accept that we will be entitled to treat the person or persons instructing us as being fully authorised by you to do so, including in respect of accepting these terms and the terms of any engagement letter.
- 5.4: We expect you to check all information and documents sent by us to you where it is apparent from the circumstances, or indicated by us, that you should do so and to notify us promptly of any incorrect statements or information of which you become aware.
- 5.5: You must tell us as soon as possible if matters are or become particularly urgent or require action by a specific time.
- 5.6: You accept that we may rely and act on advice or information provided directly, or through you, by other specialist advisers acting on your behalf.
- 5.7: Our role is to act as legal adviser. You will be solely responsible for all personal, commercial, financial or business decisions that you make.

6. Fee structure

- 6.1: Our fees will be calculated on a fair and reasonable basis having regard to competitive fee rates in the legal services market in which we operate the nature and extent of the agreed services and the overall circumstances.
- 6.2: Except where we have expressly agreed to charge fees based on the value element related to the transaction, the fee payable will

primarily be calculated in accordance with the time spent by fee earners on the agreed services. We will notify you of appropriate fee earner rates, which may vary from time to time, during the course of our work and keep you updated with an indication of total time costs incurred where a longer transaction or process is involved.

- 6.3: We will try, to the extent possible, to give you an indication or projected range for our fees, but in the absence of our express agreement to the contrary, such indications or projections are not agreed fees or quotations and will be subject to change to reflect other factors. In that respect you will be able to assist in keeping fees to lower levels by providing prompt and relevant information and responses to us and keeping the brief to the agreed services. You accept that if there are additional factors of which we could not reasonably have been aware, additional negotiations required, or a change in the proposed timescale, our fees will need to reflect these factors.
- 6.4: In addition to time costs, we are entitled to reflect in our fees additional factors such as the urgency or speed of action required, the novelty or complexity of the issues involved, the place where the work is undertaken and unsocial hours worked by personnel (not limited to fee earners) (whether necessarily or at your request).
- 6.5: You should bear in mind that our work will involve notes of meetings, telephone calls, file reviews, preparation for meetings, briefing meetings for appropriate delegation and other instances where the time involved may not be immediately apparent to you.
- 6.6: You agree that we may also charge for subsequent work provided that is undertaken by us at your request or necessarily as a result of action taken by you relating to the assertion of client privilege on your behalf or requiring us to provide information to your other professional advisers, auditors, governmental or other bodies, or the like.
- 6.7: All indications of costs are given subject to the addition of a services fee to reflect specific communication costs, copying, printing and scanning costs, search costs, courier charges, fees of counsel or other specialist advisers, enquiry agent/process server fees, court fees, document 'bible' (including on CD-ROM) production costs, and other expenses incurred on your behalf in carrying out the agreed services together with travel and subsistence costs where appropriate (including the cost of providing food and drink for meetings where work spans normal meal times) (all here referred to as disbursements).
- 6.8: Our fees and disbursements will be charged with the addition of VAT where applicable.
- 6.9: Our invoices may only be addressed to the party instructing us and to whom we provide the agreed services.

7. Payment of fees

- 7.1: Our accounts are due for payment within 7 days of issue of the invoice unless otherwise agreed in writing by us. Interest will be payable in respect of any fees or other amounts remaining unpaid 7 days after the date of the invoice. Interest will be charged at the rate of 4% above the Barclays Bank Base Rate.
- 7.2: You will be responsible for payment if a third party who is due or has agreed to pay on your behalf fails to do so, as set out in these terms.
- 7.3: Payment in relation to these terms means the receipt by us of cleared funds in our bank account covering the relevant fees, disbursements and VAT.
- 7.4: We may, at our discretion, as a condition of acting or continuing to act for you, require payment on account of fees and disbursements and/or payment of interim accounts immediately on delivery.
- 7.5: Where funds are held by us in or sent to our client account on your behalf, you authorise us to make payment by deduction from such funds.
- 7.6: Where payment is not made in accordance with agreed terms, we reserve the right to charge interest and/or to cease further work (whether in respect of the particular matter upon which the relevant fees were charged or any other work being carried out by us for you) on informing you to that effect, in which case we accept no liability for any loss caused to you as a direct or indirect result of such delay. We may refer your outstanding account to a third party for collection of the debt.

8. Files and documents

- 8.1: We may destroy physical copies of documents once we have made electronic copies for our file. You must make specific arrangements with us if you wish papers to be retained in physical copies.
- 8.2: We will retain files and papers (including those in electronic form) relating to your affairs in storage on your behalf for such period as we consider to be reasonable, but have the right to destroy them without reference to you after such period. You must make specific arrangements with us if you wish papers to be retained.
- 8.3: When requested to do so, we will make available to you such papers as we may be legally and professionally required to deliver. We may make a charge for the printing, handling costs and any professional time reasonably involved and may require payment in advance of delivery as a condition of delivery of such papers.
- 8.4: We have a general and particular lien (right of retention) over any of your property, deeds and other papers (including electronically stored material) in or coming into our possession in respect of payments due to us. If payment remains outstanding, we may, after reasonable notice to you, enforce such lien by sale or otherwise dealing with all or any part of such property or papers as we consider appropriate.

9. Confidentiality, copyright, third parties and data protection

- 9.1: Subject to paragraph 9.2 where information provided to us by you or by us to you clearly appears or is stated to be confidential we will take and require you to take such steps as are reasonably appropriate in good faith to protect such information from wrongful disclosure to or misuse by third parties. Disclosure will not be prevented where the information in question becomes public knowledge (unless it has become so in breach of this paragraph), or is disclosed by others not subject to restriction or was known by us prior to disclosure by you. We may disclose information to our suppliers as part of the provision of the agreed services to you, where such suppliers are subject to similar obligations of confidentiality.
- 9.2: Our advice to and correspondence with you may be legally privileged in certain circumstances. We may however be under a statutory duty to disclose certain facts or information to third parties and to co-operate with any official investigations or enquiries relating in whole or part to any work we have done for you. In that case our statutory duties may override our duties to you. We will endeavour, where practicable and unless precluded by law, to notify you immediately of any such event and to take reasonable and proper steps to protect your interests pending your further instructions.
- 9.3: Except where otherwise agreed, the fact that we act for you professionally will not be deemed confidential and may be disclosed to clients or prospective clients.
- 9.4: We retain copyright and other applicable intellectual property rights in all processes and materials developed by us either before or during the course of our work for you including, but not limited to, reports, memoranda, advice in writing, original documents, methodologies and software. These materials may be used in and during the course of the project, transaction or case that is the subject of the agreed services but are not to be further used or reproduced in any form without our prior written consent. You agree that any documents or materials provided to us in the course of the agreed services may be copied and stored electronically.
- 9.5: Communications from us to you should not be disclosed or passed on to any third party without our prior written consent where marked confidential or where it is apparent from the circumstances that such communication is intended only for you. We accept no liability for any disclosure by you to any third party without such consent and will require you to make good to us any costs or liability incurred in dealing with any claim from any such third party.
- 9.6: We will hold, and you consent to our holding and processing your personal data to enable us to provide services to you (including the agreed services), maintain and operate our practice to necessary standards, and to make you aware of our services and of events we think may be of interest to you. Please refer to our Privacy Policy for further details. Where you provide us with personal data of third

parties without their knowledge, such data will only be used for the purpose of the agreed services.

10. Electronic communication

- 10.1: We take considerable precautions to protect our electronic networks; however we cannot guarantee the security or integrity of such communication, and cannot accept any liability for degradation, viruses or other infections. You nevertheless agree that we may communicate with you by fax and e-mail.

11. Limitation on our Liability

- 11.1: This paragraph contains restrictions on our Liability to you in the event that you bring a claim against us. Accordingly, you should read and consider this paragraph carefully.
- 11.2: We will only provide our services under these terms to you and we neither assume nor will have any Liability to any third party arising from the provision of such services.
- 11.3: In this paragraph 11, Liability means our entire liability (including any liability for the acts or omissions of any of our consultants, employees, agents and subcontractors) to you in respect of any loss or damage caused to you, including any arising from:
- 11.3.1: breach of duty to you;
 - 11.3.2: breach of our contract with you; or
 - 11.3.3: any representation, statement, or tortious (including negligent) act or omission under or in connection with the services we provide to you.
- 11.4: Except where expressly set out in these terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.5: Nothing in these terms or elsewhere excludes or limits our Liability:
- 11.5.1: for death or personal injury caused by our negligence;
 - 11.5.2: for any matter for which it would be illegal for us to exclude or attempt to exclude our Liability;
 - 11.5.3: for fraud or fraudulent misrepresentation; or
 - 11.5.4: for our reckless disregard of our professional obligations.
- 11.6: We will not be liable for any loss or damage suffered by you arising from any fraudulent or negligent act or omission, misrepresentation or default:
- 11.6.1: on your part;
 - 11.6.2: on the part of any of your agents; or
 - 11.6.3: on the part of any other third party acting on your behalf.
- 11.7: We will have no Liability for:
- 11.7.1: any loss or damage that you may suffer as a result of any change in the law, or in the interpretation of the law, that occurs after we have given our advice to you;
 - 11.7.2: any tax advice, or any failure to give tax advice, unless such tax advice is an integral or clearly specified part of the agreed services. Tax for this purpose includes all elements of national, international, local governmental or other taxation, imposition of duty, VAT, stamp duty or other levy or charge; or
 - 11.7.3: any advice, materials or information provided by us which are reproduced in any form or otherwise used or relied on by you in breach of, or at variance with, any of these terms or any other terms of our engagement or for a purpose different from the one for which they were originally provided.
- 11.8: If we are providing the agreed services to more than one person, then any limit on our Liability pursuant to paragraph 11 and the engagement terms will be apportioned equally amongst each of the persons to whom we provide such agreed services.
- 11.9: If, in connection with the provision of the agreed services, you make arrangements with other advisers to limit their liability to you in circumstances where we would otherwise be jointly and severally liable with those other advisers for a claim, we will not be adversely affected and our Liability to you will not be increased by the limitation of those other advisers' potential liability.
- 11.10: The invalidity or ineffectiveness of any of these terms or any other terms of our engagement will not affect the validity and enforceability of the remaining terms.

THE LIABILITY OF EMB SOLICITORS IN RELATION TO ANY ADVICE GIVEN OR WORK CARRIED OUT SHALL BE LIMITED TO THE SUM OF £2 MILLION.

12. Third parties, applicable law and jurisdiction

- 12.1: Except for the rights expressly set out in these terms or as otherwise stated, no third party may have the benefit of, or the right to enforce, these terms, the engagement letter, or any other term of our engagement.
- 12.2: These terms and the engagement letter are governed by the law of England and Wales.
- 12.3: You and EMB Solicitors submit to the exclusive jurisdiction of the English courts in respect of any claims brought against you or against us.

YOUR CONTINUING INSTRUCTIONS WILL AMOUNT TO AN ACCEPTANCE OF THESE TERMS OF BUSINESS, BUT PLEASE SIGN AND DATE THE ENCLOSED COPY OF THESE TERMS AND RETURN TO US IMMEDIATELY BY WAY OF CONFIRMATION THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THESE TERMS OF BUSINESS. WE CAN THEN BE CONFIDENT THAT YOU UNDERSTOOD THE BASIS UPON WHICH WE WILL BE ACTING FOR YOU. THIS IS AN IMPORTANT DOCUMENT: PLEASE KEEP IT IN A SAFE PLACE FOR FUTURE REFERENCE.