

TERMS OF BUSINESS

THIS IS AN IMPORTANT DOCUMENT. PLEASE KEEP IT, WITH ANY COVERING LETTER, ANY ENGAGEMENT LETTER (AND ANY SCHEDULES TO SUCH LETTERS), IN A SAFE PLACE FOR FUTURE REFERENCE.

1 Introduction

- 1.1 These Terms of Business (as amended from time to time) will apply to all future instructions you give to us and we may take your continuing instructions in any matter as your acceptance of them. These terms shall prevail over any conflicting terms whether stated as part of a client's purchase order procedure or otherwise.
- 1.2 These Terms of Business may not be varied except in writing, signed by a partner of Lewis Silkin LLP, or a partner, member or director, of any Successor Firm (as defined in section 24).
- 1.3 These Terms of Business, together with any engagement letter and Schedule(s) thereto which we may send to you in connection with any particular matter, are collectively referred to as the "**Retainer**". The Retainer sets out the terms on which we will act for you.
- 1.4 We provide our services under the Retainer for the benefit of the person(s), firm, company or other association or organisation who is recorded as our client, and not for the benefit of any other person. No third party has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Retainer.
- 1.5 We (like many other limited liability partnerships) call our members "partners" rather than use the legal term "members". However, legally they are not partners and do not have joint and several personal liability to you. All liability is the sole responsibility of Lewis Silkin LLP.

2 Responsibility for your work

- 2.1 Any engagement letter which we may send to you will tell you who we expect will be working on the matter(s) on which you have instructed us. It also tells you who will be your "Client Partner" and "Matter Partner" (where applicable).
- 2.2 Your Client Partner has overall responsibility for all matters on which you instruct us, and for ensuring the quality of our service.
- 2.3 A Matter Partner is responsible for supervising the work we do on any particular matter on which you have instructed us. He or she will ensure that the varied skills and expertise in the firm are most appropriately applied, by making sure that the right individual or team deals with the work you have asked us to do.
- 2.4 Your Client Partner and/or Matter Partner should also be your first port of call if you are dissatisfied with any element of our service (see section 13).

3 How we work

- 3.1 We aim to provide you with sound, practical and prompt legal advice and assistance, and will do our best to keep you informed of our progress.
- 3.2 You agree that we may commence providing our legal services immediately following receipt of your instruction. If you wish to terminate the Retainer, you acknowledge that you will be liable to pay all of our fees (or a proportionate part of our fees where we have agreed a fixed fee, depending on the work done), and all expenses and disbursements, that have been incurred up to the time of termination, plus any applicable VAT or other sales tax.
- 3.3 We will at all times comply with your instructions, even where these are contrary to our recommendations, unless we feel it would be improper or unethical to do so, or inconsistent with maintaining a proper working relationship.
- 3.4 Please note that all solicitors are Officers of the Court, and are not permitted to do anything inconsistent with their duties to the Court.

4 Your responsibilities

- 4.1 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 to that information, or to your circumstances generally. You should also provide us with any relevant documents and deeds and try to answer our questions or requests for instructions as fully and promptly as possible.
- 4.2 We rely upon you to provide us with the name of any party with a significant interest in the matter(s) on which you instruct us 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 terms upon which we may act. We also rely upon you to provide us with further or additional names of parties that have any such significant interest immediately upon your discovering the existence of such adverse interest. We will carry out conflict searches in relation to such further or additional parties as notified.
- 4.3 We rely upon you to comply with all Data Protection Legislation applicable to any Personal Data which you, or others on your behalf, disclose to us, and we are entitled to assume that any Personal Data has been collected and disclosed to us in accordance with such legislation. "Personal Data" shall have the meaning given to it in the General Data Protection Regulation 2016/679, (the "GDPR") "Data Protection Legislation" means all applicable laws and regulations relating to the

processing of Personal Data including the GDPR and any applicable statute and any statutory instrument, rule or regulation.

- 4.4 As required by legislation in force from time to time (including, for example, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, etc.) we are obliged to obtain proof of your identity and, as appropriate, the identity of individuals you authorise to provide instructions on your behalf or the beneficial owner of any entity on whose behalf you may instruct us. It is the responsibility of you, or (as appropriate), authorised individuals, to provide us with such proof of identity as we shall from time to time request.
- 4.5 If you or an authorised individual fail to provide such proof of identity, we may be unable to act on your behalf, or be unable to continue to act on your behalf or on the instructions of an authorised individual, or be unable to complete any transaction or matter or undertake or complete certain activities within a transaction or matter (for example, where completion of the transaction or matter or any activity involves dealing with money or property) and may, in addition, terminate the Retainer pursuant to section 20 or cease to act on the particular matter.
- 4.6 If a conflict of interest (legal or commercial) is discovered relating to any material fact (including the identity of any party) of which you fail promptly to notify us, or you or an authorised individual fail to provide proof of identity, then you will remain liable for all fees, expenses and disbursements incurred in respect of work already undertaken irrespective of any consequence, or any action taken or not taken, including, but not limited to, our terminating the Retainer pursuant to section 20 or ceasing to act on the particular matter.
- 4.7 For the avoidance of doubt, by accepting these Terms of Business you irrevocably agree that we shall not be liable for any loss or damage relating to any material fact (including the identity of any party) of which you fail promptly to notify us, or any action taken, or not taken by us (including for the avoidance of doubt, not completing any transaction or matter or any activity on any transaction or matter), as a result of you or an authorised individual failing to provide proof of identity as requested.
- 4.8 Please give us as much notice as you can of any deadlines or time limits of which you are aware that may affect the work you have asked us to do.
- 4.9 Due to the risks of cybercrime, if you receive an email or other correspondence which states that we have changed our bank account details, please contact us as soon as possible and do not transfer any money to any account provided in that email or communication.

5 Basis of our fees

- 5.1 Unless otherwise agreed, our fees will be based on the factors set out in this section 5, regardless of whether a particular matter proves abortive or proceeds to a conclusion.
- 5.2 In most cases our fees are calculated by reference to the time spent dealing with a matter. This includes time spent on analysis, research, drafting, advising, attending meetings with you and others, attending court, Tribunal, Inquiries or other hearings, dealing with papers, audit enquiries, correspondence (including facsimiles and electronic communications), dealing with costs, telephone calls, travelling and waiting time.
- 5.3 Time spent is charged to you at the applicable hourly rate(s). Please note that our hourly rates are reviewed from time to time. You will be advised of any changes to the rates.
- 5.4 In addition to the time spent, we may, in accordance with the Solicitors Regulation Authority guidelines from time to time, take into account a number of other factors, such as:
 - a) the complexity or novelty of the issues involved;
 - b) the speed at which action must be taken;
 - c) the expertise or specialist knowledge required;
 - d) the value of the property or subject matter involved;
 - e) the importance of the matter to you.
- 5.5 Any increase in our fees to reflect these factors will be discussed with you.
- 5.6 If we are acting for you in relation to County Court proceedings, please read this section carefully. Section 74(3) of the Solicitors Act 1974 places a "cap" on the costs of solicitors acting for clients in County Court proceedings. It states that these costs must not exceed the amount that the client could have recovered from another party to the proceedings if an order for costs had been made in the client's favour. Section 74(3) applies unless the solicitors and their client have agreed to the contrary. By accepting these Terms of Business you are agreeing that section 74(3) will not apply in relation to our costs and that our costs will not be subject to the cap described above. We will charge you on the basis set out in these Terms of Business, not by reference to what you may or may not recover from another party to the proceedings with which you are involved. You should be aware 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. If you are in any doubt as to the effect of this section 5.6, you should discuss it with us before accepting our Terms of Business.
- 5.7 If we act for you on a dispute and we file at Court a costs budget under the Civil Procedure Rules Part 3, you acknowledge and accept that regardless of any level of any fee (including, but not limited to, our legal fees) or expenditure set out in that budget or any budget agreed by an opponent or approved by the Court, you will remain liable

to pay the full amount of our legal fees and other fees and expenses as set out in section 6, below, as agreed with you in the Retainer.

6 Expenses, Disbursements and Third Parties

- 6.1 If, in carrying out the work you have asked us to do, we incur expenses, such as couriers, photocopying, certain search fees (which may include an administration fee), facsimiles, printing, postage, travelling and telephone charges, these expenses will normally be charged to you in addition to our fees. If you would like more information about the cost of these expenses, please contact your Matter Partner.
- 6.2 In addition, we may incur liabilities to third parties in respect of services supplied to you, for example search fees, fees of a barrister, overseas lawyer or attorney, or expert and Court or Tribunal fees, which are often referred to as "disbursements". In all cases, you will be responsible for all sums charged by such third parties including any applicable VAT and we may require money on account in accordance with section 10 below. We may also, in relation to the fees of overseas lawyers and other appropriate cases, arrange for you to be invoiced directly by the third party.
- 6.3 Where we instruct a barrister on your behalf, we may enter into a written contract regarding their services. In such circumstances, it is our practice to propose that any written contract will be based on The Commercial Bar Association's General Terms and Conditions for the Supply of Legal Services by Barristers to Solicitors in Commercial Matters ("Combar Contract"). The Combar Contract sets out the contractual terms which will govern the relationship with the barrister. The terms of the Combar Contract are accessible at www.combar.com. It is our practice to propose "Payment Basis B" and to seek certain "Amendments to the General Terms", which are accessible on our website at www.lewissilkin.com/Terms-and-Conditions.aspx. Unless otherwise notified to you, it should be assumed that we have agreed such terms with the barrister. You are advised to read the standard terms in full as they will have an impact on your rights, liabilities or obligations in relation to the barrister instructed. You consent to us signing the Combar Contract (as amended by the "Amendments to the General Terms" referred to above), where we are able to agree such terms with the barrister. If we decide to terminate the contractual agreement with the barrister for any reason, you agree to provide your irrevocable consent to that termination.

7 VAT

- 7.1 Our VAT registration number is GB 135 5812 16.
- 7.2 Our fees and expenses are, where applicable, subject to VAT at the prevailing rate from time to time.
- 7.3 If you are based outside the United Kingdom but within the EU, please provide us with your VAT registration number so that we can include it on our invoices. We will then be able to submit your bills free of VAT.

8 Billing arrangements

- 8.1 Timing of bills often depends on the nature of a matter. We reserve the right to bill you on an interim basis and will endeavour to send you bills on a monthly basis, or any other regular basis agreed with you. Bills may be delivered more or less frequently depending on the nature of the matter and the time spent working on it. On some transactional matters, our bill may not be delivered until shortly before or at the conclusion of the transaction. Where any expense or disbursement results in us making payment to a third party, we may send you a bill to cover the payment when we incur the cost. We may deliver bills via email.
- 8.2 There are two kinds of interim bills that we may deliver – interim statute bills and on account interim bills. These are explained more fully in the following paragraphs. Unless we have indicated otherwise, the interim bills we send you will be interim statute bills.
- 8.3 An interim statute bill is a complete and final charge of our fees in the period stated to be covered by the bill. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver 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. Please note that, although a statute bill covers all our fees for work done during the period covered, it may not (even if it is a final bill) include all expenses and disbursements for that period, since third parties may not have sent their invoices or charges to us in time to be included on our bill. In that event, the relevant expenses and disbursements will be invoiced after we have received the relevant third party invoice or demand.
- 8.4 An on account interim bill is a bill on account of our total fees for the matter on which we are working. It does not, therefore, necessarily represent a complete and final charge of our fees for the period to which it relates. At the conclusion of the matter we are working on or, if earlier, upon termination of our Retainer, we will deliver a final bill for the matter. This may include previously unbilled fees for work done, and expenses and/or disbursements incurred, during the period(s) covered by earlier on account interim bill(s) but, when we calculate the amount due to us, you will of course be given credit for all payments you have already made.
- 8.5 If we are acting for you in relation to a transaction, 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 fees, expenses and disbursements. If you fail to pay us the relevant sums (including our fees) in time for completion on the planned completion date, we reserve the right to decline to complete the transaction until we have received such sums in full.
- 8.6 If we receive on your matter an overpayment or a duplication of costs of £1.00 or less and we have no further outstanding costs, this small balance will be paid over to our designated charity.

9 Settlement of our bills

- 9.1 All our bills are payable upon receipt by you, unless otherwise agreed by us in writing. You will notify us as soon as possible if you suspect that you might be unable or unwilling to pay any of our bills.
- 9.2 The lack of a purchase order number being quoted on our invoice shall only entitle you to delay payment in circumstances where we have previously agreed in writing to quote such numbers in order to facilitate your payment processes and you have provided us with the relevant purchase order number at the time of giving instructions in relation to the matter.
- 9.3 If you wish a third party to be responsible for paying our bills on your behalf, you should inform us immediately of the name and contact details of that third party (and any other relevant details reasonably required by us). You will remain primarily responsible for paying our bills and they will still be addressed to you but we will, if you wish, mark them as being payable by your nominated third party. If the third party fails to pay any of our bills in accordance with these Terms of Business, we shall be entitled to seek payment of the relevant bill(s) directly from you. You will reimburse us for any costs and expenses we incur in recovering overdue payment from you and/or such third party, and we may charge you in accordance with these Terms of Business for the time spent by us in recovering such payment.
- 9.4 If you are a partnership or more than one individual or legal entity, each partner or individual or legal entity, as the case may be, shall be jointly and severally liable for our fees, expenses and disbursements.

10 Money on account

- 10.1 We reserve the right at all times to require money on account of our anticipated fees, expenses, disbursements and/or VAT. This is particularly important where we are required to carry out a considerable amount of work over a short period, or to incur liabilities to third parties, such as experts or barristers, on your behalf.
- 10.2 If you pay us money on account, it will be held by us on our Client Account until we deliver a bill to you. Whilst any such sums are held on Client Account, we will account to you for interest on them (i.e. sums in 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). If a matter continues over an extended period, or if we anticipate that our fees, expenses or disbursements will exceed the sums held on Client Account, we may request further money on account.
- 10.3 If we request money on account, you must pay this to us within five working days unless the request specifies a different timeframe for payment.

11 Late Payment

- 11.1 If we:
- 11.1.1 do not receive payment of barrister fees within 10 days of the date of our bill which includes those fees;
 - 11.1.2 do not receive payment of any amount set out in our bill (except barrister fees) within 30 days of the date of the bill; or
 - 11.1.3 have requested money on account and we do not receive such money within the time specified by us for payment, then, in addition to any other rights and remedies available to us, we may:
 - 11.1.4 on written notice to you, suspend or cease working on any current matter(s) and/or terminate the Retainer forthwith. In litigation cases this may necessitate our having to apply to the Court for an order to come off the Court record, the cost of which will be charged to you; and/or
 - 11.1.5 charge you interest on any amount due to us at an annual rate of 3% above Barclays Bank Plc's prevailing base rate from time to time or, where we instruct a barrister under the Combar Contract (as amended, if appropriate) and the non-payment relates to monies originally due under the barrister's invoice, charge you interest on that amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Interest will be calculated on a daily basis from the date payment was due until the date we receive full payment (plus interest);
 - 11.1.6 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); and/or
 - 11.1.7 where we instruct a barrister pursuant to the Combar Contract (as amended, if appropriate), be required to assign to him or her any cause of action we may have against you for non-payment of that barrister's fees.

12 Regulation and SRA Code of Conduct

We are authorised and regulated by the Solicitors Regulation Authority in England and Wales. As a firm regulated by the SRA, we are bound by the provisions of the SRA's Code of Conduct 2011 ("the Code"). A copy of the Code in the English language can be accessed on the SRA's web site at www.sra.org.uk.

13 Concerns and complaints

- 13.1 If you have any problem with the service we have provided for 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 a particular matter or with your Client Partner and we aim to deal with concerns in this way wherever possible.

- 13.2 If resolution cannot be reached in any case by informal discussion we also operate a formal complaints procedure. A copy of this procedure is available on our web site and/or on request to any partner in the firm. Should you wish to make a complaint under the procedure or to ask any question about it, please contact the Chief Executive Officer, Ian Jeffery, at our London office.
- 13.3 In the event that 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 who can be contacted at PO Box 6806, Wolverhampton, WV1 9WJ (tel: 0300 555 0333). Should you wish to complain to the Legal Ombudsman, you must do so (a) within six months of the receipt of our 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. Your further rights in relation to any disputes about bills are described in the next section.

14 If you dispute the amount of a bill

- 14.1 If you are not satisfied with the amount of the bill you may have the right to object to the bill by making a complaint as described in section 13 above and/or by applying to the Court for an assessment of the bill under Part III of the Solicitor's Act 1974.
- 14.2 If you wish to exercise the rights referred to in section 14.1, you should do so within the following time limits:
- a) if we are billing you by way of statute bills (as described in section 8.3), within 30 days from the date of receipt of the disputed bill; or
 - b) if we are billing you by way of on account interim bills (as described in section 8.4), within 30 days from the date of receipt of our final bill in relation to the relevant matter.
- 14.3 We will remain entitled to interest on any unpaid bill(s), as explained above (except to the extent that we agree to reduce the bill(s) or the Court or the Solicitors Regulation Authority determines that we should reduce it/them). In the case of non-contentious work, our right to charge interest arises under article 5 of the Solicitors' (Non-Contentious Business) Remuneration Order 2009.

15 Insurance

We maintain compulsory professional indemnity insurance which covers work which is carried on from offices located in England, Wales and Hong Kong and will extend to acts or omissions wherever in the world they occur subject to policy terms and conditions.

16 Status Disclosure

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance mediation activity, which is, broadly, the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register.

17 Advice on investments

If you need advice on investments, we may have to refer you to a person who is authorised by the Financial Conduct Authority to give that advice, as we are not so authorised. However, as we are regulated by the Law Society, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

18 Storage of papers and documents

After completing any matter, we will keep our file of papers and documents (except, subject to 11.1.6 above, any papers which you have asked to be returned to you) in accordance with these terms.

We will not charge you for the administrative cost of retrieving papers or documents from storage. However, we reserve the right to make a charge based on the time spent by any fee earner in considering and sorting stored papers or documents, searching for particular documents and/or sending them to you or another person at your request.

19 Confidentiality and Statutory Reporting Obligations

Although we are under professional and legal obligations to keep your affairs confidential, those obligations may in certain circumstances be overridden by obligations imposed on us by legislation in force from time to time, including, by way of example, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2017, etc. Legislation may, in certain circumstances, impose an obligation upon us to disclose information to the National Crime Agency ("NCA") (or any other body appointed or created to discharge the same or a similar function) where we know, or have reasonable grounds to suspect, that a matter on which we have been instructed involves property, including money, obtained as a result of, or in connection with, criminal conduct. In circumstances where we are obliged to disclose information to the NCA or any other body, we may not be able to inform you that a disclosure has been made, or the reasons for such disclosure, where legislation makes the act of informing you (frequently called "tipping-off") a criminal offence. We may also be prevented from dealing with such property without approval from the NCA, or any other body which may prevent us from progressing your instructions.

20 Termination of the Retainer

- 20.1 You have the right to terminate the Retainer at any time. If you terminate the Retainer, you acknowledge that you will be liable to pay all of our fees (or a proportionate part of our fees where we have agreed a fixed fee, depending on the work done), and all expenses and disbursements, which have been incurred up to the time of termination, plus any applicable VAT or other sales tax.
- 20.2 You may choose to terminate the Retainer by using the 'model form' wording set out below (which we are obliged to provide to clients who purchase our services as 'consumers') or by providing us with any other clear written statement explaining that you wish to terminate the Retainer.

FAO [Insert name of Partner]
Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London
EC4A 1BL

I hereby give you notice to terminate the Retainer dated [] for the supply of legal services.

[Signature]

[Print your full name]

[Insert your address]

Date: []

- 20.3 We are entitled to terminate the Retainer on written notice to you:
- a) in the circumstances set out in section 11; or
 - b) if any guarantee provided in relation to your obligations is withdrawn by the giving of notice, or if any event or act occurs which vitiates the guarantee or otherwise renders it void or unenforceable; or
 - c) if you fail to give us timely and adequate instructions, so that we are unable to conduct any of your matters properly and expeditiously; or
 - d) if you insist on a course of action which requires us to act contrary to our responsibilities as solicitors or which would lead to a breakdown of the relationship of trust and confidence which is essential for the proper handling of legal matters; or
 - e) if there is a breakdown of confidence between you and us; or
 - f) if a conflict of interest (legal or commercial) is identified (and in such circumstances the provisions of sections 4.5 and 4.6 shall apply); or
 - g) if, where we have requested information and/or documentation in order to verify your identity, such information and/or documentation is not provided; or
 - h) if, as appropriate, you become insolvent, enter into liquidation or bankruptcy, or any insolvency, liquidation or bankruptcy procedures are commenced against you, or you pass a resolution for your own winding up or insolvency, or you become unable to pay your debts as they fall due, or any receiver, administrator or similar person is appointed in respect of any of your assets, or you enter into any arrangement or composition with your creditors (including for the avoidance of doubt any voluntary arrangement), or you have ceased trading, or any similar or equivalent event occurs in relation to any Guarantor who has provided a guarantee in relation to your obligations (unless a replacement guarantee is provided by an alternative Guarantor acceptable to us); or
 - i) you fail to comply with any term of the Retainer;
 - j) if we are required for any other reason to cease acting under the Solicitors Regulation Authority Code of Conduct; or
 - k) if you object to a processing activity under clause 22, below, and that objection in our reasonable view serves to fundamentally undermine our ability to provide that part of the service to you which is affected by that processing activity.
- 20.4 If the Retainer includes a base fee and discounted fee agreement, our fees as specified in this paragraph will also include the base fee if that fee is successfully recovered by you from your opponent, irrespective of whether the base fee is recovered by you before or after termination of the Retainer.

21 Limitation and exclusion of liability

- 21.1 Subject to clause 21.2 below
- a) Unless otherwise agreed in writing between us, our maximum aggregate liability in connection with each matter on which we are instructed by you shall be limited to the greater of (a) an amount equal to 10 times the fees which you have paid to us in connection with that matter; or (b) the amount of £10 million.
 - b) In any instance where (a) we have provided legal services to you; and (b) other professionals and/or advisors have provided services to you (whether legal, financial, accountancy, actuarial or otherwise); and (c) you have suffered

loss as a result of any act or omission on our part and on the part of such other professionals and/or advisors, then our liability to you shall be further limited to such proportion of your loss as would be just and equitable to require us to pay on the basis that such other professionals and/or advisors are deemed to have paid to you such proportion of your losses as is just and equitable for them to pay having regard to the actual extent of their responsibility for your loss and on the basis that they are deemed to have provided contractual undertakings on terms no less onerous than set out in this section.

- c) Where we have agreed to obtain legal advice on your behalf in relation to other jurisdiction(s) then our liability shall be limited to losses arising from any failure to take reasonable care in carrying out instructions relating to the selection and briefing of overseas legal advisers and/or any failure in relation to any project management we have agreed to undertake on your behalf in relation to the sourcing and collation of such advice. Without prejudice to the generality of that limitation, we shall not be liable for any errors or omissions in the advice of overseas legal advisers.
 - d) We shall not be liable to you for any loss of actual or anticipated income or profits, loss of contracts, loss arising from the insolvency of any bank, or 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.
- 21.2 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.
- 21.3 Notwithstanding any liability of Lewis Silkin LLP for the acts and omissions of our members or employees, 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 members or employees personally.

22 Data Protection

- 22.1 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 under the Retainer (the "Shared Personal Data"). As such both you and we will comply with our respective legal and regulatory obligations in relation to the Shared Personal Data. You and we will process the Shared Personal Data in such manner and for such purposes as you or we see fit in accordance with our respective obligations under Data Protection Legislation during and/or as part of any work undertaken under the Retainer. We will not process the Shared Personal Data on your behalf and at your direction.
- 22.2 We may appoint sub-contractor data processors as required during and/or as part of any work undertaken under the Retainer, such as, without limitation, e-discovery platforms, translators, tracing and collection agents who will process the Shared Personal Data on our behalf and at our direction. Further, we may appoint external data controllers in common where necessary during and/or as part of any work undertaken under the Retainer (for example, but without limitation, barristers, foreign lawyers, experts, arbitrators, mediators, or other third parties) and may disclose Shared Personal Data with other data controllers (for example without limitation Lewis Silkin Ireland) and courts, tribunals, regulators, disciplinary tribunals, and insurers).
- 22.3 We will take appropriate technical and organisational measures which are designed to protect against unauthorised or unlawful processing of the Shared Personal Data and against accidental loss or destruction of, or damage to, the Shared Personal Data.
- 22.4 If either of us become aware or reasonably suspect that any breach of security leading to the accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to, any of the Shared Personal Data has occurred or is reasonably likely to occur, we shall notify each other of such breach within 48 hours and then provide any further assistance reasonably necessary to ensure that both parties can comply with their relevant breach reporting obligations (if any).
- 22.5 If either of us become aware of any data subject rights request under Articles 15-21 of the GDPR (or similar)(the "Data Subject Rights Request") being made in relation to the Shared Personal Data, we shall notify each other of such request within 48 hours and then provide any further assistance reasonably necessary to ensure that we can each comply with our relevant obligations (if any) in relation to such Data Subject Rights Request.
- 22.6 Subject to any papers which you have asked to be returned to you in accordance with these Terms we will retain files and documents relating to any matter on which we are instructed for six years after the end of the relevant matter and in compliance with our obligations under the GDPR (or similar legislation around the world) or as may be required by our regulatory or professional indemnity obligations. We may then destroy such files without further notice or liability to you.
- 22.7 If you are based within the EEA, please note that where necessary during and/or as part of any work undertaken under the Retainer we will transfer the Shared Personal Data to countries outside the EEA (including but without limitation to any barristers, foreign lawyers, foreign courts, arbitrators, or other third parties as may be required). Please note that you can find more information about how we process Personal Data on our external Privacy Notice which can be found on our website.

23 File Sharing Websites and Skype

- 23.1 If you request that we access, download documents from or upload documents to, your account on a file sharing or cloud website ("Website"), you acknowledge and accept that:
- 23.1.1 we have not advised you in connection with the selection or use of the Website;

- 23.1.2 you have specifically instructed us to use the Website in connection with the retainer and that you recognise that the Website may not be secure and/or may be unavailable from time to time;
 - 23.1.3 you assume all the risks and liabilities arising from the use of the Website to the fullest extent permissible by law. Without limiting the foregoing, you 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 Website, any unauthorised access to the Website or our use of the Website; and
 - 23.1.4 you will fully indemnify us for any losses we may suffer as a direct or indirect consequence of the use of the Website.
- 23.2 You agree that we may use Skype (or any other similar communication) when acting for you. If you'd rather we did not do so, please notify your Lewis Silkin contact.

24 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 Retainer shall not automatically 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. Both the Successor Firm and you may rely on the Retainer as setting out the continuing terms of the engagement. If such transfer requires some official action by you then you will take such steps as are necessary to enable continuity of service. This section does not in any way limit your termination rights as set out in the section headed "**Termination of the Retainer**".

25 Invalidity

In the event that any part of the Retainer is held to be invalid, the remainder of the Retainer will continue in full force and effect.

26 Jurisdiction

The Retainer is governed by the laws of England and Wales and all claims or disputes between us arising out of or in connection with the Retainer must be brought only in the Courts of England and Wales, irrespective of the subject of the dispute or where the work is carried out.

27/3/2018