

STANDARD TERMS OF RETAINER

1. Introduction

These are the standard terms of retainer of Elborne Mitchell LLP. Please note that they contain important provisions which, among other things, (a) limit our liability and we draw your attention in particular to Clauses 26, 27 and 28 below and (b) explain your obligations to pay our costs and the limitations which may apply in respect of your ability to recover these costs from your opponent in any litigation and we draw your attention in particular to Clauses 9 to 14 below. These standard terms of retainer may not be varied unless agreed in writing and signed by a partner in Elborne Mitchell LLP.

All work which is done for you by Elborne Mitchell LLP is governed by these standard terms of retainer and any agreed written variation. This is an important document. Please keep it for future reference.

In these terms of business “we” or “our” refers to Elborne Mitchell LLP and “you” refers collectively to you and every individual and organisation you are representing when instructing us.

2. Elborne Mitchell LLP

- 2.1. Elborne Mitchell LLP is a limited liability partnership in accordance with English law registered in England and Wales under registered number OC359822. Elborne Mitchell LLP is regulated by the Solicitors Regulation Authority under its SRA number 561469. We sometimes refer to Elborne Mitchell LLP as EM LLP.
- 2.2. We use the word “partner” to refer to a member of Elborne Mitchell LLP or an employee or consultant who is a lawyer with equivalent standing and qualifications. Consultants are self-employed and are not employees of Elborne Mitchell LLP. The names of the partners of Elborne Mitchell LLP are listed at our offices at 88 Leadenhall Street, London, EC3A 3BP (which is also the registered address of Elborne Mitchell LLP) and on our website at www.elbornes.com.
- 2.3. Your relationship is solely with Elborne Mitchell LLP and Elborne Mitchell LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No individual partner, employee or consultant of Elborne Mitchell LLP will have any personal legal liability for that work whether in contract or tort or howsoever arising. In particular, the fact that an individual partner employee or consultant signs in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal legal liability for that letter or document or the content thereof.
- 2.4. No reference to a “partner” is to imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1980.

3. Our Retainer

The agreement by which you engage us to advise and act for you which we refer to as “our retainer” is one where we shall advise you in accordance with English law. We will not advise you on law or legal requirements in any jurisdiction other than England and Wales. If we believe you require advice from or representation by lawyers in another jurisdiction, we will tell you. We are not retained to act as general counsel and will not advise you about developments in English law unless they are germane to the particular matter in respect of which we are retained nor will we ordinarily advise you of any such development once our retainer is completed.

4. Confidentiality

As solicitors, we are under a professional and legal obligation to maintain the confidentiality of all information relating to your affairs that you provide in confidence to us, unless authorised by you to disclose such information to someone else. We are legally required to make disclosure in the proper handling of your work; on a confidential basis to our auditors who make random checks of files; to our professional indemnity insurers; where compelled by professional regulations or by law, such as a court order; and on a confidential basis to any external provider of administration services, legal expenses insurers and litigation funders.

5. Privacy and Data Protection

- 5.1. Client personal data, data by which you can be identified, that you provide to us will be used by us for the purposes of providing legal advice to you and for acting on your behalf, for administration, accounting and purposes of legitimate interest as well as statutory returns and regulatory compliance. Personal information about another person provided to us will require consent from that person and explicit consent for sensitive personal information. That is unless the data or sensitive data’s processing is necessary for the establishment, exercise or defence of a legal claim.
- 5.2. In accordance with prevailing data, legal and regulatory requirements we only collect, process and retain personal data that is required for the performance of our retainer with you, necessary to comply with a legal obligation including the prevention of money laundering and/or terrorist financing or for legitimate interests. Appended to these terms and conditions is our privacy notice. This may change from time to time.
- 5.3. Access to your personal data is restricted to those people who need it in order to provide our services and comply with our obligations. We will not keep your personal data for longer than is necessary and in compliance with Clause 7.3 below.
- 5.4. Under current legislation you have the right to know what personal data we process (and request a copy of that personal data), the right to rectification of incorrect data, the right to deletion of personal data, the right to restriction of processing of your personal data, and the right to withdraw consent to process your personal data. Depending on the reason for our processing of your personal data these rights are

qualified as explained in our Privacy Notice appended to these terms.

6. Communications

Where you are a company or other entity with corporate personality, we will communicate with the individual or individuals who appear to us to represent you. If you wish to impose any restriction on the people with whom we may communicate, you need to give us clear written instructions. In addition to speaking to you or any of those individuals in person, we may need to contact you and such individuals by post, telephone, facsimile and/or email. For this purpose, we may rely on information you or they give us or upon publicly available information. Communications by fax or by email may not be secure or reliable. You must tell us if you do not wish us to use such a method of communicating with you.

7. Verification of Identity

7.1. As a result of anti-terrorism, crime and money laundering legislation, we are required by law to obtain satisfactory evidence of the identity of our client. We may at any time ask you to provide us with certain documents or information to enable us to verify your personal identity or to understand the ownership and control structure, including beneficial ownership, of the organisation you represent. In some circumstances we may require information relating to partnerships or corporate entities with whom you or your organisation are related and any relevant trust which has been put in place. We require this information in order to act for you.

7.2. For the purposes of identity verification we will need to see original documents or copies certified by a registered lawyer and we will retain copies of those documents. We will conduct electronic verification checks in respect of you or your organisation. We use third party platforms to do so as well as internet-based search tools. We make sure that the necessary safeguards are in place for the security of your personal data and its proper processing. We may also ask you for evidence of your authority to instruct us on behalf of any organisation you represent.

7.3. Documents you provide to verify your identity will be kept for the duration of the matter, or any additional matters in which you instruct us, and destroyed five years after the conclusion of our relationship with you.

8. Money Laundering Regulations and Criminal Finances Act 2017

8.1. Notwithstanding our professional and legal duty to maintain the confidentiality of information you provide to us, we are obliged to disclose knowledge or suspicion of money laundering or terrorist activities or dealing with proceeds of crime to law enforcement agencies. In particular circumstances that obligation will override our duty of confidentiality and any right you may have to legal professional privilege. Moreover, we may not be permitted to inform you that we have made such a disclosure or the reasons for it and we may be obliged to provide documents or information we have received to a law enforcement agency.

8.2. As a result of regulatory requirements, we will ask you about the source of funds in

respect of a transaction or matter generally. If the source of funds cannot be established or verified to our satisfaction as required, or the source of funds changes at short notice prior to the transfer of funds then we reserve the right not to proceed with the transaction or matter until the source has been verified.

8.3. We will not make remittance to or receive remittance from a third party unless it is for good reason and directly connected with a transaction. We ask that you do not give our bank detail to third parties.

8.4. As required by law we are committed to the prevention of the facilitation of tax evasion in the UK or in other jurisdictions, wherever such facilitation may take place, including facilitation by associated persons. We may ask you for information relating to tax or we may require that an invoice or payment be subject to particular tax treatment or that it be processed in a particular way to comply with the law.

9. Our Fees

Unless we have entered a written agreement with you to charge professional fees on some other basis, as set out in that agreement, our professional fees will be calculated by reference to the amount of time we spend dealing with your instructions, including time spent in travelling to meetings outside our offices and in doing any relevant research. An outline of the work we have done and the time spent by our personnel will form part of our invoice(s) to you. We will supply such further detail about time spent and work done as you might reasonably require. We will deliver our invoices either in person or by post to your place of business or residence, as appropriate, or by email.

10. Expenses Which We Incur

We may need to incur expenses on your behalf, including the fees of other professionals, such as fees to a barrister giving specialist advice on aspects of English law or to accountants in the United Kingdom or overseas. (Should it be necessary to instruct overseas lawyers at any stage, we will usually ask you to accept direct responsibility for their fees, so that they are your agents and not ours.) We shall endeavour to alert you in advance if we anticipate that any particular expense is likely to prove onerous, having regard to any estimate previously given and your means. You will reimburse us for all payments which we properly make to third parties. Where we invoice you in Pounds Sterling for expenses we incur in foreign currency we reserve the right to ask you to reimburse us for any loss resulting from changes in currency exchange rates.

11. Photocopying Charges

We do not charge for small amounts of routine photocopying undertaken by us. You will be charged a reasonable sum for voluminous photocopying, whether undertaken by us or by outside suppliers.

12. Value Added Tax

Our VAT registration number is GB 243 9630 54.

- 12.1. The place of supply of legal services to a business will be deemed to be where you reside. Unless the circumstances below apply, VAT is chargeable on, and will be added to fees and chargeable disbursements, at the applicable rate.
- (a) Generally, if you reside outside the UK but within the EC, United Kingdom VAT will not apply and your invoices will be subject to the reverse charge procedure. For this to be the case, you will need to provide us with evidence of your commercial activities within the EC and your local VAT number. However, exemptions may apply requiring VAT to be applied.
 - (b) If you are based outside the EC generally VAT will not apply and the reverse charge procedure will not apply. For this to be the case, you will need to provide us with evidence of your commercial activities outside the EC. You may however be subject to local taxes.
 - (c) If you do not have a valid VAT registration number and/or we do not consider that the evidence you supply satisfies the requirements that you are engaged in commercial activities and that our services are supplied for a business purpose we will have to apply UK VAT to our invoices.
- 12.2. The place of supply of our legal services to a consumer will be in the United Kingdom. Thus, unless an exemption applies, VAT is chargeable on and will be added to fees and chargeable disbursements, at the applicable rate.
- 12.3. If you believe we are wrongly charging you with VAT on fees or disbursements, you must tell us why VAT does not apply or (as the case may be) chargeable at a different rate within three months from the date of our invoice for those fees or disbursements. Please note that different provisions apply to a transaction relating to land, and these shall be covered by specific terms in correspondence with you.

13. Estimates

We will endeavour to provide you at an early stage with the best information possible about our fees and likely expenses in carrying out your instructions. We may not be able to provide, at the outset, a reliable estimate of our fees and likely expenses for carrying out your instructions. Where we provide you with an estimate of our fees and likely expenses, each estimate is simply an estimate and does not constitute our agreement to charge a fixed price for the work mentioned in the estimate. An estimate is our indication, made in good faith, of our fees and likely expenses for the work concerned, based on information available at the time the estimate is given. An estimate is subject to revision and does not amount to a contractual commitment on our part to carry out the work within that estimate. We will, if you so tell us, report to you when our fees and expenses have reached a specified level set by you. If such specified level is to operate as a limit, we cannot guarantee that work will be completed within this limit and we may need to stop working on your matter or transaction until a further fee and expenses limit has been agreed. We will, if you so tell us, periodically review our fees and likely expenses in carrying out your instructions and advise you accordingly.

14. Costs management and court approved budgets

- 14.1. From 1 April 2013, rules of court provide that for litigation proceeding in certain courts, the court will approve a budget for the parties' estimated costs at a costs management hearing. If the parties' estimated costs should require an increase from the approved budget, it may be necessary to obtain the approval of the court to the revised amount.
- 14.2. In the event that you are successful in your claim, a costs order may be made in your favour, subject to the discretion of the court. However, it is important to appreciate that even with the benefit of a costs order:
 - 14.2.1. any such costs order will not allow you to recover all of the costs we have incurred on your behalf from the opposing party, even where our costs incurred fall within the amount approved in the budget; and
 - 14.2.2. there are a number of circumstances which may arise where at the costs management hearing or subsequently the court may impose a limit on the costs recovery you may make from the opposing party (which limit may consist only of applicable court fees). Circumstances where a limit may be imposed can include, for example, where the court does not approve costs which have been or are proposed to be incurred on your behalf or where costs have been incurred on your behalf which fall outside those approved in the budget or where the costs budget approved by the court is deemed to comprise only of the applicable court fees; and
 - 14.2.3. the costs of the hearings to approve or revise the costs budget will not be recoverable in full.
- 14.3. You remain liable to pay all our costs incurred in full, whether or not you make a recovery of all or some of those costs from the opposing party, for whatever reason. Specifically, where a limit has been imposed by the court on the costs which you may recover from the opposing party, such limitation has no effect on our entitlement to charge you our fees and expenses in accordance with the terms of our retainer and which you remain liable to pay in full.

15. Money on Account

We may ask you to pay one or more sums of money from time to time on account of our fees and expenses which are expected to be incurred. If the sum held on deposit exceeds the amount payable in the final invoice, the balance will be returned to you. We will not ordinarily credit the funds deposited against any interim invoice we render to you. In certain cases we may require you to secure all of your anticipated liability to us for fees and expenses in a manner acceptable to us as a condition to continuing to act for you.

16. Funds Held by Us

- 16.1. If we hold money on your behalf, we will place it in a bank account ("client

account”) designated for clients’ money that meets the requirements of the Solicitors’ Accounts Rules. Our main bankers are Barclays Bank PLC. We shall provide such information available to us as may be required to enable our bankers to determine your United Kingdom tax status. We will account to you for interest earned on money held for you in a client account if the interest is more than £50. You must account to any relevant tax authority for any tax or further tax payable in respect of such interest.

- 16.2. If you wish for your money to be held in any bank or building society other than the Elborne Mitchell LLP client account at Barclays Bank PLC you must instruct us in writing in good time prior to remitting funds to us.
- 16.3. We do not guarantee the solvency of any bank or deposit taking institution in which client funds are placed. Your money may be lost in the event of a banking failure. It is unlikely that we will be held liable for loss of client funds due to a banking failure. If due to a banking failure you do suffer loss of money held by us on your behalf and we make a claim on your behalf under the Financial Services Compensation Scheme (FSCS) we will, subject to your consent, give certain information about you to the FSCS to help them identify amounts to which you and other clients are entitled.
- 16.4. The FSCS indemnity is available to individuals only. You should note that the £85,000 FSCS indemnity limit applies to each individual. Accordingly, if you hold other money in the same bank as Elborne Mitchell LLP client account, the FSCS limit will be £85,000 in total. Some deposit taking institutions have several brands or trade names. The £85,000 limit applies per institution not to each brand. You should check either with your bank, the Financial Conduct Authority, or a financial adviser for more information.

17. Interim Invoices

- 17.1. If we anticipate that it may take more than one month to complete a matter or transaction in accordance with your instructions, we will ordinarily render interim invoices before conclusion of your matter on a monthly or quarterly basis unless otherwise agreed in writing to assist with budgeting. There may be instances where expenses incurred during one monthly period will be included in a subsequent interim or final invoice. We may charge more for a particular period when the matter has concluded. This is distinct from us holding money on account (see paragraph 15).
- 17.2. If we are conducting litigation on your behalf, we will be entitled to render interim statute bills during a case on an interim basis such as where there are natural breaks in potential litigation and a portion of the work we undertake is separate and distinct or where our retainer is terminated for any reason. We will then send out a final statute bill on completion of the work. Unless it is expressly stated to the contrary any interim statute bill will be the only and final bill for our charges and expenses incurred for the period for which the bill relates.

18. Payments

- 18.1. Our invoices are payable on receipt. Remittances may be made by cheque drawn in favour of Elborne Mitchell LLP or by electronic transfer to the account, details of which appear on our invoice.
- 18.2. You should never make payments directly into our client account (i.e. sums not for payment of our fees) without prior notification to us. Our firm's policy is to only accept cash up to £250.00.

19. Interest on Overdue Invoices

Unless an invoice is settled within 30 days of the date it bears, the sum due becomes payable with interest at the High Court judgment rate or the rate payable pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, whichever is the higher, unless we waive payment of interest.

20. Consequences of Failure to Settle an Invoice from Us

We reserve the right to stop acting for you in the event that an interim invoice is not settled in full, with interest as specified, unless such interest has been waived by us. We will notify you in writing if we propose to adopt this course of action. You will remain liable in full for our fees and expenses incurred prior to the date when we stop acting for you. We may also be entitled to recover against you any costs we incur in collecting any overdue amounts from you.

21. Third Party Payment of Legal Costs

Where a third party has insured you for your legal expenses or has otherwise agreed to pay or is or becomes legally liable to pay all or part of our fees and expenses incurred by you, that is an arrangement or entitlement between you and such third party. Unless we have agreed to accept payment from such third party in place of payment from you, you will remain liable for our fees and expenses which we incur on your behalf. If we have not been notified about arrangements between you and a third party concerning fees and expenses you incur, we will proceed on the basis that no such funding is available to you. Where you inform us that such funding is available, you accept that we may keep that third party informed about the progress of any dispute and the costs and expenses that have been incurred in accordance with any arrangement you have in place with a third party. You have an obligation to disclose to us details of any arrangement.

22. Insurance

You should consider whether you have any insurance policies that may include coverage for legal fees and expenses (typically home insurance policies including some legal expenses cover). Legal expenses policies are often added to Household or Motor Insurance policies and we recommend that those be reviewed. You should consider also whether you would like to take out any insurance policies to cover our fees or the potential adverse costs of the other party. If you do not have any existing policies to cover those, it may be possible for you to purchase "after the event" insurance to cover your legal costs and expenses, and/or adverse costs orders made against you. We do not advise on the insurance products that are

available and you should contact your insurance broker to make the necessary enquiries.

23. Public Funding (Legal Aid)

We do not undertake work that is funded by the Legal Services Commission (formerly “Legal Aid”). If you believe that you may be eligible for public funding and you have not already discussed this with us, then you must notify us immediately. Otherwise we will proceed on the basis that you have chosen not to apply for public funding even if you might be eligible.

24. Recovery of Costs / Other parties' charges and expenses

- 24.1. In the event that you are successful in litigation or arbitration, it is possible that you will, subject to the discretion of the court, be entitled to an order for payment of a proportion of your costs by the unsuccessful party or parties. This will generally only cover a proportion of the true costs incurred – it is seldom all the costs. Please see generally clause 14 above. Where we make a recovery of costs and expenses from another party to litigation or arbitration, we will of course account to you for any monies so recovered, but subject to our right to deduct from that sum any costs and expenses which are still owed to us and interest. You will also be responsible for our costs and expenses of any recovery exercise.
- 24.2. If you enter into a Damages Based Agreement (DBA) with us, and you are successful in litigation or arbitration, then subject to Clause 24.1 above you will be entitled to recover the costs (our hourly rate fee and disbursements) from defendants, but you will be responsible for paying from damages awarded to you any shortfall between our costs paid by the losing defendant and the agreed DBA fee and will also be required to pay any shortfall in respect of disbursements (save for counsel’s fees which will be included in our agreed DBA fee). Our fee would be restricted to what is due under the DBA fee: if the DBA fee is less than our costs would be in the absence of a DBA, a losing defendant would only be liable to pay the DBA fee.
- 24.3. If you take out an after-the-event insurance policy to cover any part of your legal costs in this case or you enter into a conditional fee agreement with us, under changes made in the rules of court the insurance premium and/or the uplifted fee will now generally no longer be recoverable from your opponent.
- 24.4. Even if you are successful the other party may not be ordered to pay all of your charges and expenses. Please see generally clause 14 above. Also, such sums might not be recovered from them because, for example, the paying party is a company which goes into liquidation. An order for costs in your favour against another party in litigation or arbitration does not affect your liability to us, and we will ask you to settle the invoices we render for all of our fees and expenses including those incurred in an effort to recover costs.
- 24.5. In some circumstances, principally, if you lose, the court or arbitration tribunal may order you to pay the costs and expenses of another party to the dispute. That money would, of course, be payable by you in addition to your own costs and expenses.
- 24.6. The rules of the court require that on most interlocutory hearings of one day or less,

i.e. preliminary hearings before the full trial of an action, the court has power to, and usually does, order the losing party to pay the costs of that hearing, which then have to be paid within 14 days. If not paid, the paying party may be struck out from the action and judgment automatically be entered against it. We will try to estimate any risks before such hearings: if you will be in any difficulty in producing funds within, say, 7 days of a request from us, it may be appropriate to let us have funds on account for this purpose.

25. Verification of Documents: Statements of Truth

All court documents such as Particulars of Claim, Defences, etc., must be signed with a Statement of Truth by the party concerned (which in the appropriate cases includes its insurer) or their legal representative. If we are to sign any such Statement on your behalf, we will generally require the appropriate written authority and instructions.

26. Limitation of Our Liability

26.1. You agree that our liability in respect of any and all causes of action which may arise from or which are in any way connected with our engagement on a matter is strictly limited to £10 million (ten million pounds sterling) which limit shall apply to all monetary amounts claimed against us including contractual and statutory interest and costs.

26.2. The limit of our liability of £10 million applies in respect of the entirety of our engagement on a matter and thus, for the avoidance of doubt:

- (a) where we are instructed jointly on a matter by you and other clients each for your own share (for example where we are engaged by Underwriters in respect of a dispute under an insurance policy) a single limit of £10 million will apply to be shared between you and those other clients;
- (b) where you have engaged us on behalf of yourself and on behalf of other individuals or organisations, a single limit of £10 million will apply to be shared between you and those other individuals or organisations;
- (c) where we are in breach of our duty to you in more than one respect on a matter a single limit of £10 million shall apply in respect of all such breaches.

26.3. Where you seek to make us liable in conjunction with any other individual, partnership or corporate entity, our liability is limited to our fair proportion of the sum for which all such parties are liable to you which in any event is subject to the limitation of our liability of £10 million.

26.4. In no circumstances shall we be liable for any indirect or consequential loss, damage, costs or expenses of any nature incurred or suffered by you, including, without limitation, any economic loss or loss of turnover, profits, business contracts or goodwill. Nor shall we be liable for loss, damage, costs or other expenses of any nature incurred or suffered by you or an individual or organisation you represent

arising from compliance by us with any statutory obligations placed on us.

- 26.5. Elborne Mitchell LLP will have sole liability for the work done for you and for any act or omission in the course of that work. No individual partner or employee or consultant of Elborne Mitchell LLP shall have any liability to you and you agree to forbear from taking proceedings against any partner or employee or consultant of Elborne Mitchell LLP save where his or her conduct amounts to fraud. You and we intend that this clause is for the benefit of, and shall be enforceable by, the partners and employees and consultants of Elborne Mitchell LLP under the Contracts (Rights against Third Parties) Act 1999;
- 26.6. Without derogation from your agreement to forbear from suit, this limitation of our liability is for the benefit of every partner and every employee and consultant of Elborne Mitchell LLP, past, present and future and every partner and employee and consultant of any successor to Elborne Mitchell LLP and each of those persons shall be entitled to assert this limitation of liability in defence of any claim against him or her and no such person shall be liable for any sum in addition to any sum for which Elborne Mitchell LLP is found to be liable, save in the case of fraud by such person.
- 26.7. The limitation of our liability provided in this clause applies to the extent permitted by law or regulation or professional rules to which we are subject. We cannot, for example, limit our liability in respect of death or personal injury.
- 26.8. If any part of this section of our standard terms of retainer which seeks to limit our liability is found by a court or tribunal to be void or ineffective on the grounds that it is unreasonable or does not accord with a legal or regulatory provision to which we are subject or on any other grounds, the remaining parts of the section and provisions of these standard terms of retainer shall continue to be effective.

27. Responsibility to Third Parties

Save where imposed by law, we do not accept any responsibilities to third parties in relation to the matter on which we are engaged by you. To the extent that the law nonetheless imposes on us such responsibility to any third parties, our liability to them shall be limited in accordance with Clause 26 above and a single limit as set out in that Clause shall be shared between such third parties and you.

28. Our Liability for other Advisers retained by us on your behalf

- 28.1. Where we engage other lawyers, accountants or other persons retained to give specialist advice or assistance, we will endeavour to select them carefully but we shall not be legally liable for any act or omission by them.
- 28.2. You will be consulted on our recommendations for other advisers and your consent will be required before we instruct them. In this event, if you unreasonably withhold consent it may affect our ability to continue working for you and lead to termination of our retainer.

29. Confidentiality of our Advice

The tasks we undertake in compliance with your instructions and the advice we give are

tasks which we undertake on your behalf and advice which we give to you. The advice is confidential and subject to legal professional privilege. You may waive that legal professional privilege, if you so decide. If you divulge our advice to you to any third party, you should ensure that such third party understands that we accept no responsibility or liability to such third party and that such third party should not proceed as though such advice was given to him, her or it by us. It is incumbent upon such third party to obtain his, her or its own advice. We do not accept liability to any third party unless we have been retained by that third party and there is an engagement letter setting out the terms of our retainer.

30. Termination of our Retainer

You may in writing terminate your instructions to us at any time but you will remain liable in full for our fees and expenses incurred prior to the date when we stop acting for you and we will be entitled to keep all your papers and documents while there is any sum owing to us in respect of our fees and expenses. We are entitled to terminate our retainer by you by notice in writing at any time if there is a good reason for us to do so. This will include circumstances where you cannot give clear or proper instructions on how we are to proceed or it is clear to us that you have lost confidence in how we are carrying out the work in respect of your instructions or if you do not pay an interim bill or comply with our request for payment of reasonable monies on account or for security or a serious conflict of interest emerges or we feel that we may be professionally embarrassed in continuing to act for you. We must give you reasonable notice that we will stop acting for you in such circumstances, setting out the reason. If we stop acting for you, for good reason, you will remain liable in full for our fees and expenses incurred prior to the date when we stop acting for you and we will be entitled to keep all your papers and documents while there is money owing to us in respect of our fees and expenses.

31. Storage of Papers and Documents

We are entitled to keep all papers and documents relating to the matter or transaction in which we are instructed by you while there is money owing to us in respect of our fees and expenses. Subject to that right, on conclusion of the matter or transaction in which we are instructed by you we shall return to you any original papers or documents if you so request it within one month of settlement of our final invoice to you. Otherwise, we will make electronic copies of such documents relating to the matter or transaction as we consider to be appropriate to retain and the hard copy version of all documents relating to the matter will be destroyed after one month following the date of settlement of our final invoice to you. We shall retain the electronic copies of the documents for the period of seven years, or longer if legally required, commencing on the date of our final invoice in the matter in which we are instructed by you. Unless we are notified by you in writing on or prior to that time to destroy such electronic copies they will be retained by us.

32. Insurance Distribution and Investment Services

32.1. Elborne Mitchell LLP is 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 distribution 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.org.uk/firms/financial-services-register.

32.2. If during a matter or transaction on which you have instructed us you need advice on investments, we may have to refer you to someone who is authorised by the Financial Conduct Authority. However, we are regulated by the Solicitors Regulation Authority and we may be able to provide certain limited investment services where these are closely linked to the professional services we have been engaged to provide.

33. Consumer Contracts Regulations

Where we deal with you as a Consumer, and not with you acting in the course of your business, trade, craft or profession, and we have not met with you in person at our offices and the contract/retainer between you and us has been concluded outside of our office and/or later at our offices or by a means of distance communication such as a letter or email, then the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will apply to this matter and our relationship with you. This enables you to cancel your instructions to us and terminate our retainer within a “cancellation period” of 14 days of receipt of these terms. However, if you expressly ask us to work within the cancellation period, you will be responsible for paying us the reasonable costs of the service provided during that period and thereafter. If you wish to cancel the retainer within the cancellation period, you must tell us either by using a cancellation form or making a clear statement to cancel.

34. Governing Law and Jurisdiction

Our retainer shall be governed by, and construed and interpreted in accordance with the law of England and Wales and any issue and/or dispute and/or claim between us arising out of or in relation to our retainer (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Courts in England and Wales.

35. Complaints

35.1. If you have any complaint or concern about the service which we provide to you, you are requested to raise them at the earliest opportunity with the partner who is responsible for complying with your instructions. If you would prefer to speak to someone other than the partner who is responsible for carrying out your instructions, please contact the firm’s senior partner, Timothy Brentnall. We will try to resolve any problem quickly but if you would like to make a formal complaint, we operate a complaints handling procedure to help us to resolve problems fairly and expeditiously. You can read our full complaints procedure at www.elbornes.com. If for any reason we are unable to resolve the problem that has arisen between you and us, then the Solicitors Regulation Authority, by whom we are regulated, also

provides a complaints and redress scheme, particularly in relation to insurance mediation and investment services. The Solicitors Regulation Authority website can be accessed at www.sra.org.uk and you can raise concerns about our behaviour or conduct including treating you unfairly because of your age, a disability or other characteristic or our honesty at www.sra.org.uk/consumers/problems/report-solicitor.page.

- 35.2. Any continuing difference between you and us may be referred to alternative dispute resolution (ADR) such as mediation or, alternatively to the Legal Ombudsman (LeO), PO Box 6806, Wolverhampton WV1 9WJ, or visit www.legalombudsman.org.uk, or contact by email at enquiries@legalombudsman.org.uk or by telephone 0300 555 0333 (between 9am and 5pm), subject to the scheme rules, after 8 weeks of a complaint to us. Any complaint to the LeO must usually be made within six months of the date of your receiving our final decision letter on your complaint and no more than six years from the date of an act/omission or no more than three years from when you should reasonably have known there was cause for complaint. We are obliged to submit to ADR procedure operated by an ADR approved body if you and we wish to use the scheme. Should this arise we would propose use of the Ombudsman's Service www.ombudsman-services.org. For further information, you should contact the LeO or consult the relevant scheme rules at www.legalombudsman.org.uk.
- 35.3. A complaint includes a complaint about our invoices. There are provisions under Part III of the Solicitors Act 1974 which may give you the right to apply to the court for assessment of an invoice.

36. Professional Conduct

The professional rules applicable to us are the Solicitors' Code of Conduct 2011 a copy of which may be found at the Solicitors Regulation Authority website: - <http://www.sra.org.uk/solicitors/handbook/code>.

37. Qualifying Insurance

In accordance with the Solicitor's Indemnity Insurance Rules 2013, we have in place compulsory insurance cover which provides the first £3m of coverage in respect of our Legal Practice worldwide and currently that is placed within the London insurance market. Details of relevant insurers are available to our clients on request.

November 2018