

**WIGGIN LLP
TERMS OF BUSINESS**

1. Application of these Terms

- 1.1 These terms and conditions (including the Schedule hereto) (these "Terms") govern the relationship between Wiggin LLP ("Wiggin", "we" or "us" as appropriate) and each of our clients (the "Client" or "you" as appropriate) unless we specifically agree otherwise in writing.
- 1.2 These Terms will apply to any matter on which you instruct us from time to time.
- 1.3 These Terms together with the terms and conditions set out in the letter accompanying them (such letter and/or any subsequent engagement letter sent to you in respect of any matter, the "Engagement Letter") will form the basis of a binding contract between us and you. Your continuing instructions will amount to your acceptance of these Terms and such terms and conditions.

2. Basis of our Charges

- 2.1 Our charges are usually based on the amount of time spent by us on work for you, together with expenses that we incur on your behalf and VAT (where applicable).
- 2.2 Each lawyer or paralegal is ascribed an hourly rate according to their expertise. These rates are reviewed and may be adjusted periodically (usually annually) to reflect market changes or added expertise. All rates quoted are exclusive of VAT. Time is charged in units of 6 minutes.
- 2.3 If we need to travel to meet you or others the travelling time will usually be charged. We do not charge for travel to London.
- 2.4 Expenses will be shown on your invoice under 4 headings:
- 2.4.1 General expenses (which will include our charges for photocopying, faxing, international telephone calls, couriers' costs and secretarial overtime);
- 2.4.2 Agency payments (for work of agents undertaken on your behalf, such as property search fees, trademark agent fees or solicitor-agent fees);
- 2.4.3 Disbursements (for payments made on your behalf, such as in settlement of a dispute, or for company registration); and
- 2.4.4 Counsels' fees (for work carried out by barristers).
- 2.5 We take your initial instructions to us as authority to incur reasonable expenses without further reference to you.
- 2.6 Where expenses or costs are likely to be substantial we will usually ask you for money on account before we incur any liability. Payment on account will be a prerequisite to our continuing to act for you. Our decision not to ask you for money on account does not amount to a waiver of our right to do so in the future and we reserve the right to cease acting for you if such money is not paid in accordance with any such request.
- 2.7 You may set a limit on the value of time that may be spent or expenses that may be incurred without further authority from you.

- 2.8 If you are arranging for any other person to pay our fees and expenses on a matter you must ensure that they are aware of these Terms and the arrangements agreed in the relevant Engagement Letter.

3. Billing

- 3.1 We will send you regular invoices, usually monthly. If you have any queries on the invoices please raise them as soon as possible.
- 3.2 Each invoice will be a complete bill in respect of the work of the type and for the period specified in the invoice.
- 3.3 Our invoices are payable within 30 days of receipt. If any part of an invoice is queried, that part which is not subject to the query must be paid within 30 days.
- 3.4 If any invoice is not settled within 30 days we reserve the right to:
- 3.4.1 claim and charge interest equivalent to the Court rate on judgment debts (currently 8% per annum) from the date payment is due, until the date of actual payment;
- 3.4.2 stop acting for you; and/or
- 3.4.3 retain documents, papers and any other property belonging to you.
- 3.5 Where you have paid money on account or we are holding money for you, you agree that we may use that money towards payment or part payment of our outstanding bills. We will always inform you when this happens.
- 3.6 If the work we carry out for you does not involve any litigation, for up to 1 month following receipt of any invoice you are entitled under paragraph 4(1) of the Solicitors Non-Contentious Business (Remuneration Order) 1994 to ask us to apply for a Law Society Certificate that the sum we have charged is fair and reasonable. In such circumstances, you will be required to pay 50% of our costs and all VAT (where applicable) and paid disbursements, agency and counsels' fees before the application is made, unless the requirement is waived by the Law Society (if you wish to claim this, you must write to them setting out the exceptional circumstances which apply to your case).
- 3.7 In litigation matters, where legal proceedings have been started, sections 70-72 of the Solicitors Act 1974 set out your rights to apply for assessment (a review by the court) of our costs.
- 3.8 If you are arranging for any other person to pay our fees and expenses on a matter, you will remain liable for any amounts unpaid.
- 4. Confidential Information and Data Protection**
- 4.1 Everything we discuss with you is dealt with in the strictest confidence. We will keep confidential all documents and information that we receive as a result of acting for you, unless you instruct us to disclose that information or it is already in the public domain or if we, in good faith, consider disclosure to be required by law or the rules of any governmental, regulatory or professional body. There may be circumstances under money laundering legislation in which we could be prevented from telling you about a disclosure.

- 4.2 You agree that where we have acted for you on a matter that has been announced to the public we may disclose that we have acted for you, provided that we do not disclose any details that are not already in the public domain.
- 4.3 We will only use the information we hold about you for the purpose of providing legal services and for marketing, internal management or administrative purposes. You agree that we may use the information we hold about you to carry out checks as to your credit-worthiness.
- 4.4 Ordinarily our advice is subject to legal professional privilege protecting it from production in civil or criminal proceedings. To maintain such privilege it is important that our advice is kept confidential and is not disclosed to third parties. If you are in any doubt about this please ask us for advice.
- 4.5 You agree to provide us with all information that is reasonably required for us to advise you and to ensure that such information is, and remains, true and accurate in all material respects and is not misleading. Unless we agree otherwise, we will not check the accuracy or completeness of such information. You should not assume that information or documents which have previously been given to us or matters on which we have previously advised will be known to those instructed on a new matter.
- 4.6 You are responsible for ensuring that you have all necessary rights to supply us with the information you provide and that our use of that information will not infringe the rights of any third party or result in a breach of any law, rule or regulation.
- 4.7 Save as required by law or any governmental, regulatory or professional body and save to the extent already in the public domain, all arrangements between you and us in relation to (i) the fees charged by us and (ii) the services and advice provided by us, including without limitation any dispute as to the same, shall be confidential and shall not be disclosed by you or us.
5. **Email**
- Where correspondence and documents are sent to you using email we will take anti-virus precautions to minimise the chance of files being infected. However, given the inherently insecure nature of the Internet we cannot guarantee that all transmissions will be free from infection. You agree that Wiggin will not be liable if infection occurs. Similarly, we cannot guarantee the security or effectiveness of our electronic communications and will not be liable if they are intercepted, received by parties other than those to whom they are addressed, or for delays or non-delivery outside our reasonable control.
6. **Instructing Experts and Lawyers in other Jurisdictions**
- We are authorised to advise you on English and European Union law. Through our associations with other European and US professional advisors, and from our extensive international experience, we have an excellent network of overseas contacts with other professional firms and can arrange their instruction for you. If you authorise us to employ other advisers or agents you (and not Wiggin) will be deemed to be their client and you will be responsible for payment of their fees.
7. **Proof of Identity and Anti-Money Laundering Regulations**
- 7.1 We are required to comply with all relevant money laundering legislation. Among other matters, this means that in order to act for a new client we have to be satisfied as to that client's identity in accordance with the prevailing money laundering legislation and procedures.
- 7.2 We also have a legal obligation in certain circumstances to disclose information to the National Criminal Intelligence Service without reference to you. This obligation overrides our obligation of confidentiality identified at paragraph 4 above.
8. **Ownership and Custody of Documents**
- 8.1 We will keep our file of papers (except for any papers which you ask to be returned to you) for no less than 6 years. You agree that we have your authority to destroy the file at any time after 6 years.
- 8.2 Where we receive documents from you to hold in safe custody those documents will not be destroyed after 6 years. We reserve the right to charge for the provision of such custody services.
- 8.3 Materials that we generate for you are protected by copyright that belongs to Wiggin. The fee you pay us entitles you to make use of those materials only for the purpose for which they were obtained. Ownership of the copyright will remain ours.
9. **Resolving Problems and Disputes**
- If you need to discuss issues about our work, please contact the partner involved in your matter as soon as the issue arises. If a resolution cannot be found, please contact Caroline Kean, a senior partner with responsibility for client relationship matters.
10. **Legal Status of Wiggin**
- 10.1 Wiggin is a limited liability partnership incorporated in England and Wales. Broadly, this means that it is a corporate body whose assets (but not the personal assets of its members) are available to satisfy any liability that might occur.
- 10.2 Although known as partners, the members of Wiggin are not in partnership for any purpose relating to the provision of services to you. Contractual obligations entered into by the members on behalf of Wiggin will bind Wiggin only and not its members. Members of Wiggin are not agents for each other and do not have joint liability for the actions of other members or for the actions of Wiggin.
11. **Limitation on Liability**
- 11.1 You acknowledge and agree that any liability for any loss, damage, costs and expenses suffered or incurred by you and/or your associates arising as a result of the provision of services by us would be the liability of Wiggin only and you undertake that you will not and that you will procure that your associates will not, in any circumstances, bring any action in respect of any such loss, damage, costs or expenses, whether arising in contract, negligence or otherwise, against any of our employees or members.
- 11.2 We shall not be liable for any indirect or consequential loss nor shall we have any liability whatsoever arising out of any action that we, in good faith, consider is necessary for us to comply with money laundering legislation.
- 11.3 We shall have no liability to any third party for any services or advice that we provide to you unless we have agreed in writing that the third party can rely on such services or advice. Nor shall we have any liability for any services or advice given by any third party whom we instruct on your behalf including, without limitation, legal and other professional advisers.

11.4 Where we and your other advisers and/or third parties are responsible for any loss suffered by you, our liability for that loss will also be limited to a just and equitable proportion of your total loss calculated by reference to the extent of our responsibility. If you have engaged other professional advisers to represent or advise you on a matter in which we are involved and you agree with any of them that their liability to you will be limited, our liability to you will not exceed the amount which would have applied in the absence of that limitation.

11.5 Nothing in this clause or any Engagement Letter shall exclude or limit our liability to you (i) for fraud, (ii) death or personal injury caused by our negligence or (iii) to the extent that liability may not be excluded or limited by any applicable law.

12. Conflicts

Legal conflict-of-interest checks have been carried out prior to sending you the accompanying Engagement Letter. If there are any conflicts you wish us to be aware of, please let your contact partner know. An actual or potential conflict between your interests and the interests of another client of the firm may arise during the course of a matter. If this situation arises during our dealings with you, we will discuss the position with you and determine the appropriate course of action. In order to protect your interests, we may in certain circumstances have to cease acting.

13. Force Majeure

Neither we nor you shall be liable in any way for failure to perform our respective obligations under these Terms or any relevant Engagement Letter if the failure is due to causes outside the reasonable control of the party which has failed to perform.

14. Termination

14.1 You may terminate our engagement on any matter in writing at any time. We may cease acting for you with good reason and on reasonable written notice.

14.2 On termination you will pay all outstanding fees and expenses. Our retainer relating to a matter will be deemed to terminate on delivery of our final invoice relating to the matter.

14.3 All accrued rights and liabilities under these Terms and any Engagement Letter and clauses 4, 8, 11, 15, 16 and 17 of these Terms shall survive and remain in full force and effect notwithstanding termination.

15. Severability

If any provision in these Terms or any Engagement Letter (including in particular and without limitation the provisions of clause 11 of the Terms) is or becomes invalid, illegal or unenforceable then it shall, to the extent required, be ineffective and the validity of the remaining provisions shall not be affected in any way.

16. Rights of Third Parties

16.1 Subject to clause 16.2, no provision of these Terms or any Engagement Letter shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

16.2 Clause 11.1 of these Terms may be enforced by any employee or member of Wiggin.

17. Dispute Resolution

17.1 If any dispute arises out of or in connection with your instructions which is not resolved, then the parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure.

17.2 If the dispute is not settled by mediation within a reasonable period, it shall be subject to the jurisdiction of the English courts and the parties shall not object on grounds of inconvenient forum.

17.3 Nothing in this clause shall prevent us from applying to a court of competent jurisdiction for the recovery of fees and expenses, including those of any third party, incurred on a matter on which you have instructed us, nor from taking any steps we consider necessary if proceedings are issued against us by a third party (such as joining you as a party to such proceedings).

18. Governing Law

You agree that these Terms and any Engagement Letter shall be governed by the law of England and Wales.

SCHEDULE

Litigation Work Only

1. Liability for costs - Litigation Work

1.1 Generally

- 1.1.1 It is important that you are aware that you are responsible for payment of all costs and expenses as the case progresses, regardless of whether you ultimately win or lose or whether you are able to recover your costs from your opponent.
- 1.1.2 If it is not possible to agree the amount of costs you are to receive with your opponent the amount will be decided by the Court at a hearing. This is known as a detailed assessment.
- 1.1.3 It is our standard practice to engage a specialist on legal costs known as a Costs Draftsman to prepare the paperwork and attend the detailed assessment. Our costs of his instruction and the costs of his and our attendance will be payable by you.

1.2 If you win:

- 1.2.1 It is usual for the Court to order that your opponent should pay your legal costs. However it would be very unusual for you to recover all of your costs at a detailed assessment. The Court will usually award you about 70-80% of your total costs. In other words, you may have a substantial shortfall in the amount you recover.
- 1.2.2 In some circumstances, even if you win, the Court may not award you your costs.
- 1.2.3 It is important to note that even if you are awarded your costs you may not be able to recover them because:
 - (a) your opponent may have insufficient assets to pay your costs;
 - (b) your opponent has funding from the Legal Services Commission.
- 1.2.4 You will be responsible for the costs and expenses of recovering the costs that your opponent is liable to pay.

1.3 If you lose:

- 1.3.1 If you lose the case at trial, or at an earlier hearing while the case progresses (an interim hearing), the court is likely to order that you pay your opponent's costs.
- 1.3.2 If the court orders you to pay costs at an interim hearing they will usually be payable with 14 days. You will not normally be allowed to continue with the litigation unless payment is made.
- 1.3.3 If your opponent is being represented on a conditional fee agreement your opponent's fees may be increased substantially (sometimes doubled) to reflect the success fee payable to their lawyers.

2. Insurance

- 2.1 You must check to see whether you hold any insurance in respect of liability or legal expenses. If you do have insurance, you must contact your insurers as soon as possible and notify them of our instruction. Failure to do so could invalidate your policy.
- 2.2 If you do not have insurance it is sometimes possible to obtain "after the event" legal expenses insurance which could cover some or all of our costs and give you protection from any orders to pay your opponent's costs. The premium for the policy is usually recoverable, if you win, from your opponent. We are happy to assist you with finding after the event insurance. However, we cannot advise you on the suitability of any policy. We will assist with completion of paperwork and deal with underwriters' queries. You will be liable for our costs of assisting you with obtaining insurance.

3. Charges

We reserve the right to increase our charges in very special circumstances, where the work we do for you is different to that which we had anticipated (to reflect the additional complexity of a matter or where action must be taken extremely promptly). However, such circumstances would be unusual and these factors would normally be covered by the standard hourly rate. We will notify you of and discuss with you any intention to increase our charges before making the increase.