



TERMS AND CONDITIONS OF APPOINTMENT OF HFW

April 2021

1 Accepting your instructions

- 1.1 Holman Fenwick Willan LLP operates through the London, Brussels and Shanghai offices. The Paris office operates through Holman Fenwick Willan France LLP, the Piraeus office operates through Holman Fenwick Willan International, Vassos, Exarchou & Partners Law Firm, the Dubai office through Holman Fenwick Willan Middle East LLP, the Singapore office through Holman Fenwick Willan Singapore LLP, the Abu Dhabi office through Holman Fenwick Willan MEA LLP, the Houston office through Holman Fenwick Willan USA LLP and the Geneva office through Holman Fenwick Willan Switzerland LLP. In addition our Hong Kong and Australian offices remain as separate partnerships as HFW group members. In Saudi Arabia legal services are provided by HFW in association with Mohammed Alkhliwi. In Kuwait legal services are provided by Holman Fenwick Willan LLP in association with Attorney Rula Dajani. In Brazil legal services are provided by Costa, Albino & Lasalvia Sociedade de Advogados (CAL) in strategic cooperation with Holman Fenwick Willan LLP. In Monaco legal services are provided by HFW Monaco SARL.
- 1.2 All these entities, firms, offices and associated firms are collectively referred to in these terms and conditions as the "HFW group members". References in these terms and conditions to "we", "us", "our" and "the firm" refer to Holman Fenwick Willan LLP or other relevant HFW group member as appropriate to the circumstances. References to a "partner" are to a member of one of the HFW group members that is a limited liability partnership, or a partner in one of our partnerships operating in Hong Kong or Australia.
- 1.3 Your instructions are accepted by the HFW group member specified in our letter of engagement or, if no HFW group member is specified, the HFW group member which operates the primary office from which our services to you are provided. Our retainer with you is governed by the terms of our letter of engagement and these terms and conditions. We shall not be obliged to carry out any work outside the scope set out in our letter of engagement. If there is a conflict between our letter of engagement and these terms and conditions, our letter of engagement shall prevail.
- 1.4 You agree that we may where appropriate and as agent on your behalf engage all or any of the HFW group members for the better performance of our retainer with you. Unless otherwise notified to you, your engagement of any other HFW group member pursuant to this clause is subject to our letter of engagement and these terms and conditions.
- 1.5 Should you wish to make a claim against the firm you will be entitled to make a claim only against the HFW group member specified in our letter of engagement or, if no HFW group member is specified, the HFW group member which operates the primary office from which our services to you are provided.

2 Conflicts of interest

- 2.1 In accepting your instructions we have satisfied ourselves that there is no conflict of interest. Very occasionally a conflict of interest has or may arise or come to light during the progress of a matter. When we become aware that a potential conflict may arise we will notify you as soon as reasonably possible. We have the right to withdraw from the case in such circumstances.
- 2.2 Where we work on a matter for you jointly with one or more other clients, the rights and obligations of you and the other client(s) will be joint and several.
- 2.3 We act for a large number of clients, some of which operate in the same industry or sector. Some clients we represent may have, or develop, commercial or legal interests adverse to other clients. You accept that it may be reasonable for us to act for current or future clients who do, or may in the future, operate in the same industry sector as you, or who may have or develop commercial or legal interests adverse to yours.
- 2.4 Where we are instructed by other clients in matters in which you have an interest and where you have instructed another law firm we may act for such other clients provided that our duty of confidentiality to you is maintained.
- 2.5 Where we are instructed by you in a matter in which we have obtained an order for security against a third party and we discover that such security or assets are held by another client of the firm, we will not be able to serve that order on that client or to act for any of the parties in any dispute concerning the ownership of such security or assets.

- 2.6 The firm may not be able to act in situations where there is a significant risk of or an actual conflict of interest. If this is the case it will not affect our professional obligations in relation to any future instructions from you or any other client.
- 2.7 The HFW group members together constitute a large international law firm operating in many jurisdictions and each jurisdiction has its own rules governing conflicts of interest. In structuring our client relationships, we seek the agreement of prospective clients to conflicts principles that do not preclude any of the HFW group members from acting for other clients in matters that are unrelated to our work for the prospective client and that may be adverse to the prospective client. Moreover, the professional responsibility rules applicable in many jurisdictions permit such representation of other clients unless the firm holds confidential information material to the matter on behalf of that client. The conflict rules in certain jurisdictions permit us to take this approach only if both you and the other affected client give their informed consent.
- 2.8 Accordingly, you confirm that HFW group members may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions and litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to yours, as long as that other matter is not substantially related either to this matter or to any other future engagements we have accepted from you and provided we implement procedures to protect your confidential information from any disclosure to or use by the other client. You will not raise our representation of you as a basis for disqualifying any HFW group members from representing any other client in such matters.

3 Third parties

- 3.1 Where we are instructed by a third party as your agent, you warrant that the agent has authority to retain us on these terms and to give us instructions on your behalf and you will use your best endeavours to procure that the agent confirms such authority, if requested by us to do so.
- 3.2 We owe no duty of care to, and we do not accept any liability to, any third party. If either you or another person specifically requests the right for another person to rely upon our advice, we will consider, but reserve the right to decline, any such request.

4 Electronic communications

- 4.1 We may communicate with you and others using email. This is on the basis that you accept the risks involved including but not limited to the risks of interception of or unauthorised access to such communications and the risks of computer viruses. We do not encrypt, password protect or digitally sign any e-mail or document sent by us unless otherwise requested.
- 4.2 We and you will take commercially reasonable measures to check for the most commonly known computer viruses, but recognise that such procedures cannot guarantee that transmissions will be virus-free. We shall each be responsible for protecting our own interests in relation to electronic communication.
- 4.3 Do not reply to or act upon any email you receive purporting to advise you that our bank account details have changed. Please telephone your contact at our office before transferring any funds. We will also require independent verification of changes to any account to which we are asked to send money.

5 Duty of care and confidentiality

- 5.1 We aim to provide you with a high quality professional service and we shall comply with all the requirements of our professional supervisory bodies regarding client care. We shall review the progress of your matter and the quality of our service to you on a regular basis and keep you informed and updated as required. In addition we may from time to time, at our own expense, seek an independent assessment of our performance and the quality of our service to you as part of our internal risk management process. Where external consultants, firms or organisations, including our regulators, conduct audit or quality checks on our practice they are required to maintain confidentiality in relation to your files. We shall not be liable to you for any costs, claims or other losses incurred by you resulting from unauthorised disclosure of your confidential information due to circumstances beyond our reasonable control.
- 5.2 Our duty of care to you with regard to any matter shall commence upon receipt of payments requested on account of fees, or in the absence of

- payment on account of fees being requested, upon receipt of your instructions to advise you in relation to your legal affairs on such matter and our acceptance of those instructions. Our duty of care will end either upon our confirmation to you that the retainer is at an end or upon delivery of a final bill, whichever occurs first. We have no continuing liability to remind you of any subsequent time limits or to update you on legal developments. We shall have no liability to you whatsoever with regard to preliminary exchanges or discussions prior to receipt of your instructions to proceed to act on your behalf unless specifically accepted by us in writing as part of such exchanges or discussions. Our obligation to advise you shall be limited to providing you with advice within the scope of the retainer as accepted by us and notified to you.
- 5.3 When we receive information confidential to you, we owe you a duty to keep such information confidential. However, where we are instructed by a third party on your behalf, you agree that we may disclose such information to that third party unless and until we are instructed otherwise in writing by you.
- 5.4 Where we are acting for both the lender and purchaser in a matter, we have a duty to reveal fully to the lender all relevant facts about the purchase and any security. Where you have instructed us on the purchase of an asset, we may release funds received from you for this purpose when you give us authority to do so, on the basis that we are unable to guarantee that the seller is in fact the registered proprietor of the asset.
- 5.5 By agreeing to instruct us on these terms you accept that our provision of legal services to you does not oblige us to disclose to you or use for your benefit any confidential information that we currently have or may obtain in relation to any other client even if such confidential information is material to your matter.
- 5.6 Confidential information imparted by you to any partner, fee earner or other employee of the firm shall be held as confidential by that partner, fee earner or other employee at all times thereafter whether or not you remain a client of the firm. However, such information shall not be regarded or implied as being in the knowledge or possession of other partners, fee earners or employees of the firm.
- 5.7 A duty of disclosure of documents may arise in legal and/or arbitration proceedings on which we will provide advice, if applicable.
- 5.8 When we provide legal advice to you, legal advice privilege may attach to our communications to you related to that advice. However, if you communicate such advice to others within your organisation who are not involved in the giving of instructions or in seeking advice from us, you may lose any existing legal advice privilege.
- 5.9 Where we hold documents and/or information in respect of which we owe a duty of confidentiality to you and which may be relevant to a matter on which we are instructed by another client, subject to our professional obligations, we may be free to act for that other client. However, we will consult with you as to how we may act for that other client on that matter, for example by putting in place such arrangements as we consider appropriate to ensure that the confidentiality of your documents and/or information is maintained.
- 5.10 Where we receive information confidential to you, you agree that we may disclose such information to our insurers and brokers pursuant to the terms of our professional indemnity insurance policy and to our own legal and other professional advisers in order to deal with statutory, regulatory or civil proceedings.
- 5.11 Solicitors are under a professional and legal obligation to keep the affairs of the client confidential. This obligation however is subject to statutory exceptions in certain jurisdictions, which would require us to disclose information in certain circumstances. For example legislation on tax reporting which is further explained in clause 17 and legislation on money laundering and terrorist financing has placed lawyers under a legal duty in certain jurisdictions and circumstances to disclose information. Where we know or suspect that a criminal offence has been committed or that a transaction on behalf of a client involves money laundering or terrorist financing, in the UK we may be required to make a disclosure of that information to the National Crime Agency or other relevant authority in any relevant jurisdiction. If while we are acting for you it becomes necessary to make such a disclosure we may not be able to inform you that it has been made or of the reasons for it. We will not be in breach of our retainer and we will not be liable for any costs, claims or other losses incurred by you resulting from or in connection with our compliance with our obligations under any such legislation.
- 5.12 We have a zero tolerance policy to any action which can constitute a criminal offence, for example bribery or corruption. Where we know or suspect that a criminal offence has been committed, we may be required to disclose that information to the relevant authorities.
- 5.13 Sometimes we ask other companies or people to do work on our files such as translation, printing and document production to ensure this is done promptly. We seek a confidentiality agreement with these outsourced providers where necessary. If you do not want your file to be outsourced, please tell us as soon as possible.
- 5.14 We use third party service providers (including 'cloud' service providers) to help us deliver efficient, secure and cost effective legal services and make regulatory reports. This may include (without limitation) case management, document/information hosting, sharing, transfer, analysis, processing or storage, business communications, document signing, resource management, email management and information security. If you instruct us to use an alternative provider for storing, sharing or exchanging documents/information, we are not responsible for the security of the data or the provider's security standards.
- 5.15 Third parties such as experts whom we appoint on your behalf in the course of acting for you, counsel or others involved in your matter may have access to the data stored on file-sharing platforms which we use for the purposes of your matter. If you do not want your data to be stored or processed on such file-sharing platforms, please let us know as soon as possible. Where we use such file-sharing platforms, we will ensure there are appropriate confidentiality obligations on third parties who access your data through such platforms. We may charge a fee for the use of such platforms, to be agreed with you in advance.

6 Documentation

- 6.1 You are entitled to use and copy all documents created by us for you in the course of our retainer but only in connection with the retainer for which they are created. Where we provide precedent documents for your subsequent use in agreed circumstances, we accept no responsibility if such precedent documents are subsequently used in different circumstances, without our advice, or if the law or regulations have changed in any material way. We will be under no obligation to update any such documents or any advice provided by us once the retainer has terminated.
- 6.2 Unless otherwise expressly agreed in writing, we own all intellectual property rights in the work product that we produce in providing services to you. Subject to payment of our fees for services provided, we grant you a non-exclusive, royalty free and perpetual licence to use the work product for the purposes for which we produced it for you. This licence does not allow you to give the work product to third parties unless we have specifically agreed to this in writing. We will be free to use the intellectual property in it to give advice to other clients provided we do not breach our duty of confidentiality to you.
- 6.3 We may store opinions and documents from counsel and others obtained in relation to your matter in our computer system to enable us to provide prompt and efficient legal advice both to you and other clients. We will ensure that the system is secure, that confidentiality is maintained, and that we comply with any data protection regulations and the implied undertaking of confidentiality on disclosure of documents.

7 Payment of our invoices and bills

- 7.1 As our client you are responsible for paying our fees (i.e. profit costs) and disbursements (see clauses 8.1 to 8.5) and any applicable VAT, TVA or GST thereupon. Unless otherwise agreed, and subject to clauses 9.2 and 9.3:
- 7.1.1 unless we have agreed otherwise in writing (such as in our client care letter), we may send you invoices at any time and in our discretion; we may do this at regular or irregular intervals; invoices that are sent to you before our final invoice are known as interim invoices;
- 7.1.2 interim invoices may either be requests for payment on account (see clauses 9.1 to 9.7) or interim statute bills;
- 7.1.3 where an invoice is a statute bill (be it interim or final) it will immediately be capable of assessment and will start time running for the purposes of Part III of the Solicitors Act 1974; this means that if you want to have the items assessed by the court, certain time limits apply (see clause 20.2);
- 7.1.4 any invoice, including an interim statute bill, may include only profit costs or only disbursements, or it may contain both; for the avoidance of doubt, profit costs and disbursements may be invoiced (or billed) separately;
- 7.1.5 unless the contrary is expressly stated on the face of the invoice in question or unless it has been agreed otherwise in writing, any interim invoice that describes work that has already been carried out or that itemises disbursements already incurred will be deemed to be an interim statute bill and will start time running for the purposes of Part III of the Solicitors Act 1974 from the moment it is delivered (see clauses 7.1.3 and 20.4);
- 7.1.6 any invoice that asks only for monies on account of work yet to be done or disbursements yet to be incurred will be a request for a payment on account;
- 7.1.7 unless the contrary has been agreed in writing, any reference in an interim invoice (including an interim statute bill) to any period is for guidance and filing purposes only; in particular, the fact that an interim invoice refers to a period (such as any

given month) will not in any way prevent us from presenting you with a further invoice (or delivering a further statute bill) for work done or disbursements incurred during that period;

- 7.1.8 all invoices, including requests for payment on account, must be paid in full upon presentation; if we hold any monies on account that belong to you, we may take payment from those monies, and this may be so regardless of whether we hold those monies for the purposes of this or any other matter;
- 7.1.9 if any invoice goes unpaid for more than 30 days from the date of the invoice, we may terminate or suspend our retainer (see clause 12.2); in any event, we reserve the right to exercise a lien over any monies which we hold on your behalf in respect of unpaid invoices (or any part thereof);
- 7.1.10 for the avoidance of doubt, all final invoices (i.e. invoices sent to upon the termination of our retainer) will be statute bills and as such will be capable of assessment and will start time running for the purposes of Part III of the Solicitors Act 1974 in respect of that invoice (see clause 7.1.3);
- 7.1.11 where we have sent you a statute bill (be it final or interim), we will be entitled to bring proceedings for payment thereof, and we may do this in any jurisdiction and/or we may enforce any judgment in any jurisdiction; and
- 7.1.12 where we act for more than one client in relation to a matter you agree that each client will be jointly and severally liable for our charges and that delivery of any invoice or statute bill to one will bind all.
- 7.2 If you have a query about an invoice, you should contact the partner in charge of the matter at once. You may be entitled to apply to the court for an assessment of an invoice that is a statute bill under Part III of the Solicitors Act 1974 in accordance with clause 20.
- 7.3 Where you ask us to provide information for the purpose of your annual audit or we receive a request from a data subject to exercise one or more of their individual data protection rights in the context of this or any other matter on which we are instructed by you and our response takes more than 2 hours to prepare, we shall be entitled to charge you for the time spent at the hourly rates set out in our letter of engagement.
- 7.4 Subject to local laws (and Shariah law where applicable), for retainers concluded with the Brussels, London and Shanghai offices of Holman Fenwick Willan LLP, Holman Fenwick Willan Middle East LLP, Holman Fenwick Willan International LLP, Holman Fenwick Willan Singapore LLP, HFW Monaco SARL and the Holman Fenwick Willan Hong Kong Partnership we reserve the right to charge interest at 8% per annum on any amount that has remained unpaid for 30 days from the date of the invoice.
- 7.5 For retainers concluded with Holman Fenwick Willan France LLP interest will be charged and payable in accordance with French law on any amount that remains unpaid for 30 days from the date of the invoice.
- 7.6 For retainers concluded with Holman Fenwick Willan Switzerland LLP we reserve the right to charge interest at 5% per annum on any amount that has remained unpaid for 30 days from the date of the invoice.
- 7.7 In the case of retainers concluded with the Holman Fenwick Willan Australia Partnership, if any invoice remains unpaid 30 days after the date the invoice was sent to you (which will generally be the date of the invoice), we reserve the right to charge interest on the amount unpaid at the rate fixed under section 2 of the Penalty Interest Rates Act 1983 (Vic) or Clause 195 of the Legal Profession Uniform Law 2014, or Reg 79 of the Legal Profession Regulations 2009 (WA), whichever is applicable; this will be calculated from the end of that 30 day period until the amount is paid. This interest rate is subject to change but is currently fixed at 10%. In Western Australia the rate is no more than 2% above Cash Rate Target.
- 7.8 You must pay our fees and disbursements without deduction or set off and (except for bills issued by Holman Fenwick Willan International, Vassos, Exarchou & Partners Law Firm to any party tax resident in Greece) free of any withholding or deduction in respect of any taxes or duties. If you are required by law to withhold or deduct tax, the amount of each bill must be treated as increased to the extent necessary to ensure that, after any withholding or deduction, we receive and retain a net sum equal to the amount of our fees and disbursements.
- 7.9 We will work with you to minimise the additional cost associated with any withholding tax, as outlined in clause 7.8 above, to the extent possible and in accordance with your local laws, provided you advise us of the withholding tax obligation prior to completion of the work.

8 Disbursements and other charges

- 8.1 Expenses that we incur on your behalf or that we incur in the course of providing you with legal services are described as disbursements. Where applicable, VAT, TVA or GST may be added.
- 8.2 Unless we have agreed otherwise in writing (such as in our client care letter), disbursements may include (but are not limited to) travelling

expenses, accommodation expenses, the cost of phone calls, faxes, and video conference calls, couriers' fees, stamp duties, court fees, filing or registration fees, search fees, banking fees, and the cost of external photocopying and printing.

- 8.3 Internal printing (including binding), photocopying and other administration costs are charged at rates determined by us and contain an element of profit. Such charges are also described as disbursements notwithstanding this. Our current charges are available on request.
- 8.4 Unless we have agreed otherwise in writing (such as in our client care letter), fees incurred by external service providers (other than as solicitors or other lawyers engaged as our agents) will also be disbursements. In particular, where we engage other professional advisers or service providers (such as counsel, overseas lawyers, expert witnesses, surveyors, technical consultants and translators) on your behalf, we do this as your agents and you will be responsible for payment of their fees, charges and expenses. In accordance with standard commercial practice you hereby agree to be bound by the terms and conditions of the professional advisers or service providers instructed by us on your behalf. We shall forward such terms and conditions to you upon request and, unless you inform us to the contrary promptly upon receipt of such terms, we shall be entitled to conclude that you accept that such terms of business are reasonable. Subject to local laws (and Shariah law where applicable), where such terms impose a requirement to pay interest in the event of late payment you will reimburse us in respect of such interest and in addition you will be responsible for all sales, value-added or other taxes (such as VAT, TVA or GST) payable on such fees if any. Where late payment by you involves us in having to defend a claim you will reimburse us our costs on an indemnity basis. We reserve the right to invoice you in the foreign currencies in which the fees and expenses were incurred.
- 8.5 For retainers concluded with the Holman Fenwick Willan Australia Partnership amounts payable to us or to third parties engaged by us on your behalf exclude Goods and Services Tax (GST). In addition to our fees and disbursements, you must pay GST at the prevailing rate on those amounts (if applicable). Our bill will contain details of the GST charged.
- 8.6 We may charge you for the costs of conducting client due diligence, including time spent running searches and collating and analysing relevant evidence. We will inform you of such costs in advance.

9 Payments on account and payment of disbursements

- 9.1 Unless we have agreed otherwise in writing (such as in our client care letter), we may ask for payments on account of our reasonable fees and disbursements and (including our expenses); in general, this will be in respect of fees or disbursements yet to be incurred, but this will not always be the case. We shall be entitled not to start or continue work or incur any disbursements for which you are responsible until you have placed us in funds beforehand, as requested.
- 9.2 When acting on insured matters, we often hold funds on matters on account. To comply with specific rules which are targeted by our regulator at preventing money laundering, fraud and certain insolvency-related situations, we must be satisfied that the purposes and recipients of a fund payment are legitimate and consistent with the process of indemnification pursuant to the terms of an insurance or reinsurance policy. Accordingly, we will always require clear written instructions and information to enable us to ensure that this is the case and at the time of the receipt of funds, we will need to know the clearly defined circumstances in which they can be paid out in accordance with such insurance or reinsurance arrangements.
- 9.3 In accordance with market practice, we will not use any funds held on account of fees and disbursements without the lead insurer's or the relevant broker's specific prior approval of an invoice(s) with the final decision as to the order such payments are then made resting with the supervising partner. In instances where only partial funding has been received for settlement of our invoice(s), we will generally only apply these partial funds, at our discretion, when we conduct our monthly review of fund balances generally and/or a material sum has been collected making it economic for us to apply the funds in settlement in accordance with our internal procedures. For the avoidance of doubt, clause 7.1.8 does not apply to our use of insurance funds on insured matters on which we act.
- 9.4 Any money received on your behalf will be held in our client account. Subject to local laws (and Shariah law where applicable), we will pay you interest on money we hold for you in our client account calculated by reference to the amount held, the period for which it is held and the access required. We will pay interest only if the amount exceeds £50. A copy of our interest policy is available on request. No interest is payable on monies deposited in France which are held in a special account with the Caisse des règlements pécuniaires des avocats.
- 9.5 We will debit you with any charges arising if a bank should impose a negative interest rate or make other charges for holding client money, or if necessary to incur charges in order to release funds placed on deposit in accordance with your instructions.
- 9.6 We may seek identification evidence from any party to which you ask us to make payments or where you ask us to accept payments from them on your behalf. We may need to hold funds provided by you or on your behalf

pending consent from appropriate authorities.

- 9.7 For retainers with the Holman Fenwick Willan Australia Partnership you authorise and direct us to pay any money we receive on your behalf directly into our trust account (unless otherwise directed) and to draw on that money to pay any amount due from you to us. Money paid into our trust account will become subject to the laws of the state of the Australian office to which the money was paid. No interest is payable on money in our trust account as lawyers' trust accounts are not entitled to earn interest in Australia.

10 Liability for the costs of another party

- 10.1 In any legal or arbitration proceedings the court or tribunal may order the other party to pay some of the fees and expenses incurred by you. However, you will remain responsible to us for payment of our charges.
- 10.2 In some circumstances the court may order you to pay all or contribute to the other party's legal fees and expenses, for example if you lose all or part of the case. Such fees and expenses would then be payable by you, in addition to our charges.

11 Charging and funding information including liability for costs of another party

- 11.1 In contentious matters you may already have, or it may be possible to obtain, insurance which may cover the fees and disbursements incurred by you and your liability, if any, for a third party's costs (before or after the event insurance). We will discuss this possibility with you, should you wish.
- 11.2 There are other funding options which may be available including conditional fee agreements or damages based agreements which we can discuss with you at your request without any obligation on our part.

12 Termination/Storage of papers and documents

- 12.1 You may terminate your instructions to us in writing at any time. No period of notice is necessary.
- 12.2 We reserve the right to cease acting for you either temporarily or permanently by giving you reasonable notice in certain circumstances, such as where you do not pay an interim invoice or interim statute bill on this or on any other matter in which we or any HFW group member act for you; or you do not comply with a request for payment on account or agree a costs budget for submission to the court; or you fail to provide us with proper or adequate instructions about the conduct of the matter; or there is a serious breakdown in the relationship between us including your failure or refusal to accept our advice; or in order to adhere to the SRA's Standards & Regulations or other relevant rules governing professional ethics.
- 12.3 We reserve the right to cease acting for you immediately:
- 12.3.1 where we are instructed by any competent authority that we should cease to act for you; or
 - 12.3.2 where we suspect that you or any third party connected with you or the matter on which we are instructed is involved in any criminal activity for example bribery or corruption or in activities proscribed by the UK Proceeds of Crime Act 2002 or the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) in the States of New South Wales, Western Australia and Victoria or all Ordinances in Hong Kong relating to money laundering and drug trafficking or any laws or analogous legislation in the country in which a relevant HFW group member operates; or
 - 12.3.3 if acting for you or receiving and/or holding funds from you or from any person on your behalf or using such funds on your behalf for payment of our invoices or making such disbursements as are necessary in the course of providing our services would be in violation of, inconsistent with, or expose us to the risk of infringing any trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism, anti-money laundering or similar laws; or
 - 12.3.4 if any regulator, any of our banks or any of our insurers, consider that acting or continuing to act, would be contrary to applicable trade sanctions.
- 12.4 If we cease to act for you pursuant to this clause 12:
- 12.4.1 we will not incur any liability to you or to any third party instructed on your behalf, to whom you shall remain responsible, as a result of ceasing to act for you;
 - 12.4.2 we will remove our name as your legal representatives from the court record in any court proceedings;
 - 12.4.3 you will receive a final account (including all outstanding legal fees and disbursements); and
 - 12.4.4 you must pay our fees for work and disbursements incurred or otherwise payable up to the time we cease to act.

- 12.5 To the extent permitted by law we reserve the right to exercise a lien over any monies which we hold on your behalf and to retain your papers and documents whilst there is money owing to us.
- 12.6 We may send you general information on legal developments without charge or include you in our general mailings after we cease to act for you. This is independent of any retainer we have or may have with you and is as a gesture of goodwill.
- 12.7 We will retain all papers and documents relating to your instructions including any "Know Your Client" information (except for any papers and documents to which you are entitled and which you ask to be returned to you) electronically or in storage for a reasonable period, generally not exceeding sixteen years from the end of the instructions on the matter concerned, on the understanding that we have your authority to destroy them at any time after this period, unless we have agreed a longer period of retention with you in writing.
- 12.8 It is your responsibility to collect from us any documents you need to keep for tax or other purposes.
- 12.9 Unless otherwise terminated, our engagement will end when our work on the matter is completed and our final statement of account is rendered.

13 Data protection and privacy

- 13.1 We collect and process personal data relating to our clients and their staff in order to run matters and manage our relationship. Where the information we collect relates to identifiable living individuals ('Personal Data'), we are committed to being transparent about how we collect and use that data and to meeting our data protection obligations.
- 13.2 For information about how we will process your Personal Data and/or the Personal Data of your staff, please see our Privacy Notice at <http://www.hfw.com/Privacy-Notice>. If you are unable to access the Privacy Notice or require a copy in an alternative form, please contact the partner in charge of the matter.
- 13.3 Where we collect Personal Data from you relating to third party individuals, you confirm that you have notified those individuals of the processing of their Personal Data by us and have drawn their attention to our Privacy Notice, referred to in clause 13.2.
- 13.4 The exception to this is where we need the Personal Data in order to advise you or conduct proceedings on your behalf, and where notifying the third party individuals would be so difficult or so sensitive that it would prevent you from obtaining our legal services.
- 13.5 You agree that the HFW group member specified in our letter of engagement may exchange your information (including personal data) with other HFW group members, including, without limitation, for the purposes of conflict checking, compliance, financial planning, billing, business development and matter management.
- 13.6 Unless otherwise agreed we may disclose to third parties that you are or have been a client. We may also disclose to third parties that we are or have acted for you on a matter if information about that matter is in the public domain or you specifically consent to that disclosure.
- 13.7 If you have any queries about our Privacy Notice or require further information on how we handle personal information, please contact the partner in charge of the matter, who may refer your questions to the firm's Privacy Officer in the event they are unable to deal with your query.

14 Limitation to exclude indirect or consequential loss and matters beyond our control

- 14.1 Subject to clause 15.7, we will not be liable to you for any indirect or consequential loss. That is to say, we will not be liable to you for any loss or damage caused by any breach of duty or negligence on our part except loss which is directly caused by that breach.
- 14.2 We will not be liable to you for any failure to perform or delay in performing any of our obligations to the extent that the failure or delay is caused by or results from circumstances beyond our reasonable control including but not limited to telecommunications failure, power supply failure, terrorism, computer breakdown, government action and any epidemic, pandemic or disease.

15 Limitation of liability

- 15.1 The joint total liability of HFW group members to you for all claims or losses caused by any one or more of the HFW group members arising out of any one or more breach of any one retainer or for any negligent act or omission in connection therewith shall not in any circumstances whatsoever exceed in total the sum of £50,000,000 (fifty million pounds Sterling). Where this reduces the liability of an HFW group member in relation to a claim to a level below the compulsory minimum level of professional indemnity cover applicable to it, its liability in respect of that claim will instead be limited to such minimum level of cover. Where instructions on any matter are from multiple clients, a single limit will apply to be shared with all such clients.
- 15.2 Where we consider it necessary to engage any professional adviser or

other service provider as provided at clause 8.4 we shall normally consult with you before making the appointment. Whilst we will exercise reasonable care in the selection and instruction of such appointees, we do not accept any liability for advice given or services provided by any such professional adviser or service provider engaged on your behalf.

15.3 Where we are jointly liable to you together with another adviser or third party for any loss suffered by you, our liability to you shall be limited to the proportion of your loss caused by us and for which we are to blame and shall not be increased by reason of any inability to pay or limitation of liability imposed by such other adviser or third party and provided always that our overall liability to you shall in any event be limited as provided by clause 15.1.

15.4 You will not bring any claim against:

15.4.1 any of our members, partners or employees or those of any HFW group members personally; or

15.4.2 any service company or its employees owned or managed by any of the HFW group members,

each of whom shall be entitled to the benefit of this clause 15.4 under the UK Contracts (Rights of Third Parties) Act 1999 or similar legislation applicable in the relevant jurisdiction.

15.5 Notwithstanding anything to the contrary in this agreement (but subject to clause 15.7), we will not have any liability whatsoever for any breach or breaches of any retainer or retainers or for any negligent act or omission in connection therewith, by any one or more of the HFW group members to the extent that our professional indemnity insurers are, in relation to such breach, breaches, act or omission or any claim or liability arising therefrom, able lawfully to refuse to provide HFW group members with the cover or benefit of that insurance in reliance on the operation of the sanctions exclusion clause in the professional indemnity insurance policy and on the basis that provision of such cover or benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the Commonwealth of Australia, European Union, United Kingdom or United States of America.

15.6 Should assistance from Costa, Albino & Lasalvia Advogados (CAL) be required, Holman Fenwick Willan LLP will source this for you on its own behalf as part of its work for you, for which it will assume legal responsibility subject to the other provisions of these terms and conditions. You will not be a client of Costa, Albino & Lasalvia Sociedade de Advogados (CAL), and neither it nor any of its partners, members, officers, employees or consultants will assume legal responsibility to you for the assistance it provides Holman Fenwick Willan LLP. Clause 15.4 applies to work done by Costa, Albino & Lasalvia Sociedade de Advogados (CAL), and you will not bring any claim against it or any other HFW person in respect of such work but only against Holman Fenwick Willan LLP.

15.7 This clause 15 and clause 14.1 shall have effect only so far as they are not prohibited by the law of the relevant jurisdiction or under the rules of any regulatory body having jurisdiction over us. Nothing in this clause 15 or clause 14.1 excludes or limits our liability for fraud or for reckless disregard of professional obligations or liabilities which cannot lawfully be excluded or limited.

15.8 This clause 15 shall survive any termination of our engagement.

16 Financial Services in the UK

16.1 We are not authorised by the Financial Conduct Authority but we may provide certain limited investment advice services where these are closely linked to the work we are doing for you, because we are members of the Law Society of England and Wales.

16.2 We are included on the register maintained by the Financial Conduct Authority so that we may carry out certain insurance distribution activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints and redress if something goes wrong, is regulated by the Solicitors Regulation Authority. The register can be accessed via the Financial Conduct Authority website at <https://www.fca.org.uk/firms/financial-services-register>.

16.3 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative function. The Solicitors Regulation Authority and the Legal Ombudsman deal with complaints against lawyers. You should raise any concerns about any investment or insurance advice you receive from us with either of those bodies.

17 Mandatory Disclosure Regime Compliance

17.1 EU Council Directive 2018/822 ("DAC6"), Member State implementing legislation, and the UK's International Tax Enforcement (Disclosable Arrangements) Regulations ("UK Regulations") 2020 require UK and EU-based taxpayers or intermediaries (such as lawyers and accountants) involved in certain cross-border arrangements to report information on the arrangement to their local tax authority. In order to comply with the law,

where we reasonably believe that there is a reportable cross-border arrangement in your matter and that you, your other intermediaries or we have a reporting obligation in relation to that arrangement, we will inform you and/or any intermediary of the requirement to report to the relevant local tax authority (who may in turn share it with other tax authorities). You consent to any disclosures that we may make to any tax authorities or other intermediaries in connection with DAC6 or the UK Regulations.

17.2 You agree to promptly provide us with any information we may request in order to make a report, and to keep us informed in relation to the matter and the other intermediaries involved. This includes (without limitation) providing us with copies of all reports made by other intermediaries, and informing us of any change in circumstance that may alter our reporting obligations.

17.3 We may charge for any work required to determine whether any cross-border arrangement is reportable under tax reporting laws that apply to us, including DAC6 or the UK Regulations, and similar legislation in force from time to time.

18 Assignment and third party rights

18.1 We may assign all rights and liabilities relating to our agreement with you to any partnership or corporate body which succeeds to the whole or substantially the whole of the business of the partnership of the relevant HFW group member and you agree to accept performance of our obligations under this agreement by such assignee in substitution of performance by us. Subject to this, neither of us may transfer or assign this agreement to any third party without the consent of the other.

18.2 Save as provided by clause 15.4 no person (other than the client to whom we have provided services under our letter of engagement) shall derive any benefit or have any right or entitlement in relation to this agreement by virtue of the UK Contracts (Rights of Third Parties) Act 1999 or otherwise. The consent of any person who is not a party to this engagement is not required to rescind, suspend, vary or terminate this engagement at any time.

19 Complaints procedure

19.1 Any complaint or claim against the firm shall be dealt with in accordance with our Complaints Procedure, a copy of which will be sent to you upon request.

19.2 If you have any complaint about the advice or service given to you by our firm or our bill, we ask you to contact the partner specified in our letter of engagement who will ensure that our Complaints Procedure is followed in an endeavour to resolve the matter amicably.

19.3 If you are not satisfied with our handling of your complaint and you are a member of the public, a very small business, a charity, a club or trust then the Legal Ombudsman may consider your complaint. The rules for making your complaint, including most importantly time limits for making your complaint (normally but not exclusively within six months of receipt by you of our final written response to your complaint) are available at www.legalombudsman.org.uk. The address of the Legal Ombudsman is P.O. Box 6806, Wolverhampton WV1 9WJ.

20 Assessments under the Solicitors Act 1974

20.1 If you are not content with our fees or disbursements, you may be able to ask the court in England and Wales to quantify the amount you have to pay; this is known as an assessment under Part III of the Solicitors Act 1974 (otherwise known as a solicitor and client assessment). Subject to certain constraints and exceptions that are summarised below, you will generally be able to make an application where you instructed Holman Fenwick Willan LLP or with Holman Fenwick Willan Switzerland LLP. Whether you are able to seek an assessment of fees incurred by other members of the HFW group will depend on the circumstances.

20.2 Time limits apply. In summary, if you apply for an assessment within one month of the bill in question having been delivered, then you will be entitled to an assessment as of right. If you apply after that period, then the court may allow an assessment as a matter of discretion (but only if the bill has not already been paid and if the court has not already entered judgment). If the application is made 12 months or more after the bill was delivered (or if it is made after the bill has been paid or after judgment has been entered), then you would need to show special circumstances. If, however, the application, is made more than 12 months after payment of the bill, then you will have lost the right to an assessment entirely.

20.3 In view of the above, you should not delay in applying for an assessment. That said, in general, we would prefer to deal with any grievances you have under our complaints procedure; this being so, you should always feel free to ask if we would be prepared to agree an extension of time to allow this to be done.

20.4 Please note that if you have received an interim statute bill, time will start to run from the date on which it was delivered. Please also note that you may not apply for an assessment of a request for payment on account.

20.5 Please also note that the aforesaid procedure will not always apply. In particular, if you have entered into a contentious or non-contentious business agreement, you may not be entitled to an assessment.

21 Equality and Diversity

21.1 Our Equality and Diversity Statement can be found on our website at <https://www.hfw.com/Our-Colleagues>.

22 PI Insurance

22.1 We maintain Professional Indemnity Insurance cover as required by the Solicitors' Indemnity Insurance Rules 2006 on a worldwide basis via Travelers Insurance Company Limited, which can be contacted at <https://www.travelers.co.uk/>.

23 Our regulation

23.1 We are authorised and regulated by the Solicitors Regulation Authority ("SRA") and are subject to the SRA's Standards & Regulations which may be viewed at <https://www.sra.org.uk/solicitors/standards-regulations/>. Holman Fenwick Willan LLP is a limited liability partnership registered in England and Wales (with registered number OC343361) and is authorised and regulated by the SRA. The firm's SRA registration number is 509977. A list of members' names is open to inspection at the registered office, Friary Court, 65 Crutched Friars, London EC3N 2AE. VAT No GB 243 4838 55.

24 Law and jurisdiction

24.1 Save as provided in clauses 25 to 30 and elsewhere in this retainer, this retainer and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.

24.2 If any complaint, claim, dispute or difference concerning our retainer arises in connection with this agreement or from any matter arising from this agreement which cannot be resolved between us or in accordance with our Complaints Procedure, both parties agree to mediation which, save for retainers concluded with the Holman Fenwick Willan Australia Partnership, shall be in accordance with the CEDR Model Mediation Procedure and in the case of the Holman Fenwick Willan Australia Partnership shall be in accordance with the mediation procedure of The Law Institute of the State of Victoria. Any dispute or difference relating to professional ethics or legal fees in France shall be submitted to the Bâtonnier of the Bar with which the lawyer in charge of the matter is registered.

24.3 Without prejudice to any right to seek interim relief, in the event that a claim, dispute or difference has not been resolved within sixty days after the appointment of the mediator, or if no request is made to refer the dispute to mediation, the dispute will be referred to arbitration to be conducted in the English language in London in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force before a sole arbitrator. The arbitrator shall be Queen's Counsel, or a barrister of not less than 15 years' call, to be agreed between you and us or, in default of agreement, appointed by or on behalf of the Chairman of the Bar. The decision of the arbitrator will be final and binding on the parties and not subject to appeal and may be entered and enforced in any court having jurisdiction.

24.4 Unless we agree otherwise, the mediation and arbitration provisions referred to in 24.2 and 24.3 will not apply where or to the extent that the complaint, claim, dispute or difference concerns our fees or disbursements.

24.5 Without prejudice to clauses 24.2 and 24.3, the commencement of a mediation or an arbitration will not prevent us commencing, continuing or joining court proceedings in respect of any claims which we might have concerning this agreement or any disputes or differences arising from it in any court of competent jurisdiction.

If any clause (or part of any clause) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable in the jurisdiction in which this retainer was concluded, that clause or part-clause shall be deemed not to form part of this retainer, and the validity and enforceability of the other provisions shall not be affected.

25 Law and Jurisdiction: for retainers concluded with Holman Fenwick Willan France LLP only

25.1 This retainer and any non-contractual obligations arising out of or in connection with it are governed and construed in accordance with the laws of France and the rules and customs which govern the legal profession in France in particular the national internal regulations for the legal profession (règlement intérieur national de la profession d'avocat (RIN)).

25.2 Unless otherwise agreed or if mediation as provided in clause 24 above is not successful any claims, disputes or differences concerning our retainer or any matter arising from it shall be submitted to the Tribunal de Grande Instance.

26 Jurisdiction: retainers concluded with Holman Fenwick Willan Middle East LLP or Holman Fenwick Willan MEA LLP

only

26.1 Without prejudice to clause 24 you hereby agree that any claims which we might have against you concerning this agreement or any disputes or differences arising from it may at our option also be submitted by us to any court within the UAE or any other court of competent jurisdiction.

27 Law and Jurisdiction: retainers concluded with the Holman Fenwick Willan Hong Kong Partnership or Shanghai office of Holman Fenwick Willan LLP only

27.1 This retainer shall be governed by and construed in accordance with the laws of Hong Kong.

27.2 If mediation as provided in clause 24 is not successful you hereby agree that the Courts of Hong Kong shall have exclusive jurisdiction in relation to any claims which you may have against us concerning this agreement and any disputes or differences arising from it.

27.3 Without prejudice to the foregoing you hereby agree that any claims which we may have against you concerning this agreement or any disputes or differences arising from it may at our option be submitted by us to the jurisdiction of the Court of First Instance of the High Court in Hong Kong or any other court of competent jurisdiction; or arbitration in accordance with the then current UNCITRAL arbitration rules. The appointing authority shall be the Hong Kong International Arbitration Centre. The number of arbitrators shall be one. The place of arbitration shall be Hong Kong. The language to be used in the arbitration shall be English.

28 Law and jurisdiction: retainers concluded with the Holman Fenwick Willan Australia Partnership only

28.1 This retainer and any non-contractual obligations arising out of or in connection with it are governed and construed in accordance with:

28.1.1 for the Melbourne office, the laws of Victoria and the legislation and regulations which govern the legal profession in Victoria, in particular the Legal Profession Uniform Law 2014;

28.1.2 for the Sydney office, the laws of New South Wales and the legislation and regulations which govern the legal profession in New South Wales, in particular the Legal Profession Uniform Law 2014; and

28.1.3 for the Perth office, the laws of Western Australia and the legislation and regulations which govern the legal profession, in particular the Legal Profession Act 2008.

28.2 Notwithstanding clause 28.1 you have the right to:

28.2.1 enter into, under the corresponding law of another State or Territory, an agreement with us that the corresponding law of that jurisdiction applies to this matter; and

28.2.2 notify us under the corresponding law of another State or Territory (and within the time allowed by such corresponding law) that you require the corresponding law of that jurisdiction to apply to this matter.

29 Law and Jurisdiction: for retainers concluded with Holman Fenwick Willan USA LLP only

29.1 This retainer and any non-contractual obligations arising out of or in connection with it are governed and construed in accordance with the law of the State of Texas. Any disputes arising out of or connected with this agreement (including but not limited to the services performed by any attorney under this agreement) shall be submitted to binding arbitration in Harris County, Texas, in accordance with appropriate statutes of the State of Texas and the Commercial Arbitration Rules of the American Arbitration Association except, however, that this does not apply to any claims made by the firm for the recovery of its fees and expenses.

30 Law and Jurisdiction: for retainers concluded with Holman Fenwick Willan International, Vassos, Exarchou & Partners Law Firm only

30.1 Any dispute or difference relating to professional ethics or conduct in Greece or to our legal services provided in respect of Greek law and/or Greek Courts shall be subject to Greek law and submitted to the Piraeus Multi Member Court of First Instance.