

TERMS OF BUSINESS

1 Our Terms of Business

- 1.1 These terms of business ("our terms") together with any client care letter we send to you set out the terms on which we will provide legal services to you. Our client care letter will take precedence over our terms in the event of any inconsistency between the two documents. In these terms, "you" means the person identified in our client care letter as our client and "we", "us" and "our" means Brecher LLP.
- 1.2 Our terms will apply to any matter you instruct us to deal with in the future unless otherwise agreed with you or we have provided you with our updated terms.

2 Our services

- 2.1 We value your instructions and want to make sure that you are happy with the service you receive. It is our aim to provide high quality legal advice with close partner involvement at a fair cost. One member of our team will be your main contact, responsible for keeping in contact with you. We will clearly identify your objectives in relation to the work to be done and give you a clear explanation of the issues involved and the options available to you, agreeing with you the next steps to be taken.
- 2.2 We will keep you regularly informed of progress and respond to your calls as soon as possible.
- 2.3 If you are a corporate entity, unless you tell us otherwise, we will assume that any of your directors, employees, officers and representatives who give us instructions on your matter are authorised to do so and that we may act on their verbal instructions.
- 2.4 Where you (as our client) comprise more than one party, we are entitled to assume (unless you advise otherwise in writing) that any of you is authorised to give instructions on behalf of all of you and that the acts or omissions of any one of you are attributable to all of you. Equally, we will discharge our duty to you by communicating with any one of you regardless of whether that party proceeds to relay or share these communications with the other party.

3 Scope of our duty

- 3.1 We will write to you to confirm the scope of work we will undertake and the likely timescale for us to complete it. In contentious matters we will also record the work that we consider needs to be done and the initial steps we have agreed to take at the start of the matter.

- 3.2 We will advise only on the laws of England and Wales in force at the time we provide legal services to you. If you require advice on the law of any other jurisdiction, we will be happy to put you in touch with a lawyer in that jurisdiction.
- 3.3 Our duty to you will not extend to advising on the tax implications of the legal services we are providing unless we have agreed otherwise in our client care letter.
- 3.4 We owe a duty of care in relation to the legal issues and scope of work we have agreed to perform only to you as our client. You may rely on our advice only in relation to the specific matter on which you have instructed us and not for any other purpose. We do not accept any duty to advise on non-legal issues nor, provide commercial advice nor do we accept responsibility for any loss or damage arising from banking difficulties or delays.
- 3.5 You may not disclose our advice to any other person without our written consent except for when the law requires it. We do not accept any duty to any third party, in particular your bankers, creditors or shareholders, and no third party may rely on our advice without our written consent. If we are asked to give an opinion which a third party may seek to rely on, we will separately stipulate the terms on which we will give that opinion.
- 3.6 Our duty to you in relation to any matter in which you instruct us will end on the earliest of:
 - 3.6.1 the completion of the scope work set out in our engagement letter and any subsequent amendments or additions to this agreed with you in writing at a later date;
 - 3.6.2 the delivery of our invoice or, where we have rendered interim invoices, our final invoice; or
 - 3.6.3 the termination of our contract with you in accordance with section 18 below.
- 3.7 Once our duty to you has ended we will not be responsible for reminding you about future deadlines or obligations relevant to that matter such as option expiry dates or regulatory filing dates unless we expressly agree in writing to do so. We will also not have any duty to review or update our advice or documents prepared for you to reflect later changes in the law or practice.

4 Your responsibilities

- 4.1 You must:
 - 4.1.1 instruct us only in relation to purposes which are lawful;
 - 4.1.2 not instruct us to act in a manner which we consider is contrary to our legal, professional and regulatory obligations;
 - 4.1.3 provide us with clear and prompt instructions, and with all information and documents that we require and/ or request for us to be able to provide legal services to you;
 - 4.1.4 provide us with all information and documents we may reasonably request from you to verify your identity, your beneficial owners (where applicable), the source of funds to be

used in any transaction and/ or your source of wealth to enable us to comply with our ongoing legal obligations under anti-money laundering legislation; and

- 4.1.5 ensure that where appropriate we receive from the full sum in cleared funds no later than the day before completion is scheduled when acting for you in transactional matters.

5 Our fees

- 5.1 We take into account a number of factors in setting our fees including the complexity of the work, its value, urgency and time incurred in dealing with it.
- 5.2 Our hourly rates for dealing with your matter will be set taking into account all the circumstances of your matter.
- 5.3 Unless we agree a different fee structure with you, our charges will be based on the time spent by the partners and other lawyers dealing with your matter at their standard hourly charging rates at the time they do the work. We will let you know the hourly charging rate of any partner or other lawyer working on your matter for you. We review our hourly rates from time to time and will inform you in advance of any changes to the rates of those working with you and the date from which the revised hourly rates will apply.
- 5.4 It is often difficult to estimate accurately how many hours of work will be necessary to complete a particular matter because of the possibility of unexpected circumstances and, therefore, how much our total fees are likely to be. We will endeavour to give you an estimate whenever you ask for one, which will always be exclusive of VAT and disbursements, but any estimate may change as the matter proceeds and it becomes clearer how much time is likely to be spent on it. You should use any estimate we give for budgeting purposes only as our estimates are not contractually binding, nor do they constitute a fixed fee. We will be happy to let you know at any time the total amount already incurred on any particular matter and, if any estimate is likely to be exceeded, we will advise you of that fact and provide you with a revised estimate as soon as practicable.
- 5.5 If we agree to charge a fixed fee, this will be subject to the assumption that the work will be completed without any complications arising. We reserve the right to provide a revised fixed fee if any unforeseen additional work is required, or if you change your instructions to us and/ or to charge any additional work required at the hourly rates of the lawyers dealing with your matter. In either case, we will not carry out any further work until any changes to our original fixed fee have been agreed in writing and/ or we have agreed the basis on which we will charge for further work necessary.
- 5.6 If you are paying privately, you may if you wish to set a limit on the costs which may be incurred without further reference to you, and we will be happy to discuss an appropriate figure with you. We will regularly update you on costs incurred in any event.

- 5.7 If your instruction to us relates to a property transaction, stamp duty land tax (SDLT) may be payable. In this case, a tax return must be completed and further information is contained in the SDLT note enclosed with our client engagement letter (if appropriate). We may make a separate charge for dealing with this tax return.

6 Other charges and expenses

- 6.1 In addition to our fees, our invoices will include any expenses we incur in the course of acting for you and/or payments to third parties on your behalf or for your benefit (referred to as disbursements). These may include fees charged by HMLR or Companies House, fees for various searches in property transactions, Counsel's fees, other expert's fees, Court/ tribunal fees, but this list is not exhaustive.
- 6.2 We may also charge for costs incurred when documents are signed using electronic signature software such as DocuSign, travel expenses, courier charges, scanning and bulk photocopying, the cost of overseas telephone calls and other incidental expenses.
- 6.3 VAT is payable on certain disbursements, costs and expenses.
- 6.4 When we are likely to incur any significant disbursements on your behalf, we will ask you make a payment on account inclusive of any VAT before we incur the disbursement or so to enable us to settle the disbursement on receipt of an invoice.
- 6.5 When we need to instruct an expert witness, an overseas lawyer or any other third party, we will expect you to contract with them directly and to be responsible for their fees. If the third party insists on receiving instructions direct from us, or if we agree it is more expedient for us to instruct them directly, we will ask you to make a payment on account to cover the third party's fees (inclusive of VAT).
- 6.6 We charge all new clients a fixed sum to cover the cost to us of conducting the client due diligence measures we are legally obliged to carry out, including the cost of all electronic screening checks we need to carry out as part of this process. For these purposes, a new client includes any corporate entity which has not instructed us previously on its own behalf even if it is owned by or connected to an existing client, eg because its directors or shareholders are the same.
- 6.7 Our charges are as follows:
- 6.7.1 Individuals - £25 plus VAT per person, e.g. the charge for two individuals instructing us jointly will be £50 plus VAT.
- 6.7.2 UK corporate entities whose structure does not include a company registered overseas - £75 plus VAT.
- 6.7.3 Overseas companies (including companies registered in the Channel Islands or the Isle of Man) and UK corporate entities whose structure includes a company registered overseas or any trust structure - £100 plus VAT.

- 6.8 We call this charge a Client Onboarding cost and will normally include it in our first invoice. If we do not include it in our first invoice, we reserve the right to include it in any subsequent invoice.
- 6.9 We charge the following for making certain payments (plus VAT where applicable):
- CHAPS automated transfer of monies: £35
 - Faster Service Payment: £35
- 6.10 We may charge additional sums for transferring money outside of the UK.
- 6.11 When we incur expenses or disbursements on your behalf in a foreign currency, we will normally bill those costs to you in pounds sterling at the exchange rate prevailing either on the date we receive the invoice from the third party or the date of our invoice to you. We accept the risk of exchange rate fluctuations where we invoice you before we settle the foreign currency invoice for the relevant costs.
- 6.12 If you are an overseas client, where our fees are paid subject to deduction or withholding in relation to tax in any non-UK jurisdiction, we reserve the right to charge you an additional sum which will, after any deduction or withholding has been made, leave us with the same amount we would have received in the absence of any such deduction or withholding.
- 6.13 If we are obliged by law or by a Court order to disclose information (including, without limitation, documents and correspondence) we hold relating to your matter to any Court, government agency or other third party, we reserve the right to charge you for our time, disbursements and expenses we incur in complying with any Court order or statutory duty to disclose.

7 Payments

- 7.1 It is our normal practice to ask clients for payments on account of our future fees and/or anticipated disbursements whenever we consider this to be appropriate. You agree that you will make any payments on account of disbursements immediately on request. We reserve the right to suspend our work for you or to terminate our engagement with you if you do not pay promptly any payment on account we reasonably request. We reserve the right to wait until we have received cleared funds before carrying out work on any aspect of your matter.
- 7.2 A request for a payment on account is not an estimate nor a fixed charge for the work to be undertaken and our total charges may exceed the payment on account we request.
- 7.3 Payments on account will be held on your behalf and used to pay your bills. We will pay a sum of money in lieu of interest on a fair and reasonable basis in accordance with our client account interest policy (see section 9 below). You are entitled to opt out of receiving a sum in lieu of interest should you wish to.

- 7.4 Where we are likely to incur any significant disbursements on your behalf, we will ask you make a payment on account inclusive of any VAT before we incur the disbursement or so to enable us to settle the disbursement on receipt of an invoice.
- 7.5 Where we receive any payment from you which is not allocated to a particular invoice, we will be entitled to determine how that payment is allocated to any sums then owed to us, whether for our fees, disbursements, interest on our fees or otherwise.
- 7.6 If we need to make any payments to you, we will only do so by writing a cheque in your name or by sending the money directly to a bank or building society in your name.
- 7.7 We do not accept payments in cash and will not make payments to third parties in cash either.

8 Invoicing and payment of invoices

- 8.1 For most transactional work, we will submit a single invoice on or shortly after completion which will cover our charges incurred up to that date and which may also include an additional sum to cover anticipated post-completion work. This invoice will be a statute bill for the purposes of the Solicitors Act 1974. You will be entitled to ask the Court to assess our charges if you so wish once you have received our invoice.
- 8.2 For other work and on more complicated transactions, we will submit one or more interim invoices as your matter progresses. Any interim invoice will state it is an interim invoice and will represent a request for a payment on account of our total fees for your matter and on its own will not be a statute bill for the purposes of the Solicitors Act 1974. We reserve the right to terminate our engagement with you or to suspend our legal services if you do not pay our interim invoices. Once we have delivered our final invoice, all our invoices together will constitute a statute bill for the purposes of the Solicitors Act 1974. Your entitlement to ask the Court to assess our charges, i.e. all of our invoices, if you so wish will commence once you have received our final invoice.
- 8.3 Although we will do our best to include all time recorded and all other costs and expenses incurred up to the date of the invoice, this information may not be available when we produce an interim invoice. We may include such time, cost or expenses in any future interim invoice or our final invoice. Where appropriate we will discuss and agree our charges with you before producing an invoice.
- 8.4 If you as our client comprise more than one person or entity, each person or entity will be jointly and separately responsible for the payment of our invoices. If a third party will be responsible for paying our invoices because they have agreed to do so, we will address our invoices to you, mark them payable by the third party and send them to both you and the third party. You will remain ultimately responsible for paying our invoices in accordance with our terms if the third party falls to do so.
- 8.5 Our invoices are payable on presentation. We reserve the right to suspend our work for you or to terminate our engagement with you if you do not pay any invoice promptly (see section 17

below). We also reserve the right to charge interest on outstanding invoices if we do not receive payment within one month of delivery of the invoice to you. Interest will be charged on a daily basis at 4% above NatWest Bank's base rate.

- 8.6 If we spend time or incur costs or expenses, eg costs payable to a third party, collecting payments from you, you must pay these costs. Any time spent recovering payment of any outstanding invoice will be charged at the usual hourly rate of the fee earner who does this work.
- 8.7 We may send you an electronic copy of our invoices by email to any email address that we have for you. If we do this, we will not send you a hard copy by post.
- 8.8 You agree that we may apply any funds and payments on account we have received from you and/ or on your behalf towards the payment of our invoices. We will inform you if we apply funds in this way.
- 8.9 If you are unhappy with any invoice, you are entitled to make a formal complaint which we will deal with in accordance with our complaints handling procedure (see section 18 below). You may also be entitled to apply to the Court for our charges to be assessed under the Solicitors Act 1974 (see above).

9 Client money and interest

- 9.1 All money we hold on your behalf will be placed into our general client account held at NatWest or a designated client account.
- 9.2 We have a duty to account to you for a fair sum of interest or sum in lieu of interest when we hold money in our general client account. We will usually calculate and pay interest or a sum in lieu of interest after your matter has concluded (unless interim payments are appropriate).
- 9.3 As we need to take account of the need to have instant access to the funds, the rate we apply is likely to be lower than the rate you would achieve if you were to invest the same money yourself. Furthermore, the SRA permits us to retain a fair proportion of the total interest to take account of the administrative costs incurred in calculating the interest due.
- 9.4 We will account to you for interest or a sum in lieu of interest if the total sum payable to you is £50 or more. We will not account to you for interest/ a sum in lieu of interest if the total payable to you is less than this sum.
- 9.5 We review our rate whenever our bank reviews its own rate.
- 9.6 You are entitled to opt out of receiving interest if you wish by informing us of this in writing.
- 9.7 When we hold money on your behalf in a separate designated deposit account, ie a specific bank account for a specific matter, we will account to you for interest earned every three months.

- 9.8 When you earn interest on money held in our general client account or a separate designated account, it is your responsibility to inform HMRC, or relevant tax authority, of any interest received from us. Interest will be paid on a gross basis without the deduction of tax.
- 9.9 Please tell us whenever you send funds to us and the purpose for which they are being sent. If you send funds in a currency other than sterling, they will be converted into sterling unless you tell us in advance. You will be responsible for paying the difference if the sum we receive following conversion and any bank charges we incur is less than the sum we have asked you to send us.

10 Recovery of costs in contentious matters

- 10.1 For all contentious matters, including arbitration or other forms of dispute resolution, you are primarily responsible for payment of our invoices, even if you obtain a court order that your costs, or part of them, should be paid by another party. In some tribunals, it is very rare for a successful party to recover their costs from the opposing party. Equally, the value of your claim will also be relevant and it is possible that both parties will be responsible for their own costs or that the sum that one party can recover from the other in respect of their costs is fixed. We will advise you on your specific circumstances.
- 10.2 Any costs order in your favour will likely cover only a proportion of your costs which will mean that you will have to fund a proportion of your own costs in pursuing or defending any claim, even if your case is successful. Certain expenses which we charge to you, eg photocopying, may not be recoverable from your opponent, and you will remain responsible for paying these expenses.
- 10.3 There is often a delay in recovering costs from another party because of the need for the Court to assess the sum payable by them. However, you are generally entitled to interest on any costs awarded to you from the date of any court order. You agree that if all or any part of our fees remain outstanding as at the date of any costs award, and you are awarded interest on any costs award, we are entitled to charge the same interest rate applied by the court (if higher than the rate we would otherwise apply) to our outstanding fees, ie you will pay to us any interest awarded to you in respect of fees which you have not yet paid to us.
- 10.4 We will account to you for any interest recovered on costs to the extent you have paid our invoices but we are entitled to the rest of that interest.
- 10.5 You will remain liable to pay our invoices in full even if the opposing party is not to pay all or any part of the costs awarded to you and, if the other party is legally aided, you may not be awarded any of your costs. You may also be required to incur further costs in order to enforce any costs order against another party.
- 10.6 In some circumstances the court may order you to pay the other party's costs, for example, if your case is unsuccessful or you seek to withdraw from the case. These costs would be payable in addition to our charges and expenses. We will discuss with you whether our charges and expenses, and your potential liability for another party's charges and expenses, may be covered

by insurance, and if not, whether you should take out insurance to cover only the other party's charges and expenses.

11 Confidentiality and disclosure

- 11.1 We have a legal, professional and regulatory duty to keep all information relating to you and your affairs confidential unless we are required by law to disclose it or you consent. This duty continues after your matter has concluded and/ or we have ceased to act for you.
- 11.2 We owe a similar duty of confidentiality to all clients and will not disclose to you confidential information belonging to another client without that client's consent even this is material to you or your matter. This is, however, subject to the caveat that if we are also acting for your proposed lender in a transaction, we will have a duty to fully reveal to your lender all relevant facts about the purchase and mortgage. This will include any differences between the mortgage application and information we receive during the transaction and any cash back payments or discount schemes that a seller is giving you.
- 11.3 We will not disclose it to third parties unless expressly or implicitly authorised by you, except in the following circumstances:
 - 11.3.1 if required by law to do so;
 - 11.3.2 if we need to provide information to professional service providers (such as expert witnesses, auditors or other advisors) for legal, regulatory and compliance reasons;
 - 11.3.3 if we need to notify our professional indemnity insurer of a circumstance that could lead to you making a negligence claim against the firm under the terms of our policy, or where an actual claim is made;
 - 11.3.4 if we need to provide information to selected third parties (including barristers and consultants) who assist us with legal, financial, administrative, information technology and other services;
 - 11.3.5 if we need to provide information to selected third parties in connection with any steps we reasonably need to take for the purposes of obtaining payment of our outstanding invoices from you; or
 - 11.3.6 if that information has entered the public domain other than as the result of our unlawful disclosure.
- 11.4 If we engage a third party in connection with your matter, we will require them to treat your information as confidential.
- 11.5 It is possible that after our engagement with you has ended, other clients will instruct us in matters where we hold confidential information about you which is relevant to them or their matter. In this event, we will put in place effective measures to protect your confidential information and ensure that lawyers in the firm acting for the other client cannot access your

confidential information. You agree that you will not seek to prevent us acting for other clients because we hold confidential information about you.

- 11.6 You must disclose all information which may affect your liability for stamp duty land tax or other stamp duty (duty) as we can then ensure you pay the correct duty. If you fail to disclose all information (and if in doubt, please disclose it as it can be discounted if it is not relevant) you must accept full liability for any penalties or action or other proceedings that any authority may take against you for failing to disclose information which resulted in a duty or greater liability to pay such duty.
- 11.7 Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know as soon as possible.
- 11.8 We do not consent to any part of our meetings, calls, or other communications being recorded or processed - whether audio, video, screen capture, or otherwise - without our prior written permission. Any unauthorised recording, storage, processing, or distribution is strictly prohibited and may be unlawful.

12 Conflicts of interest

- 12.1 We have a legal, professional and regulatory obligation not to act for more than client in the same matter or a related matter when we have a conflict of interest. A conflict will arise when our duty to act in the best interests one client conflicts with our corresponding duty to act in the best interests of the other client or clients or there is a significant risk of such a conflict arising.
- 12.2 Our engagement with you will not prevent us from acting for other clients when no conflict of interest arises.
- 12.3 If a conflict arises during the course of your matter, either where we are acting for more than one individual and/or entities jointly, or because we are acting for another client in a related matter, we may need to cease acting for you and/or the other clients. We will discuss the conflict with you (to the extent we are able to without breaching the confidentiality of our other clients) with a view to resolving the conflict. If we are unable to resolve the conflict, we may need to cease acting for you and/ or the other clients. You agree that if we have to cease to act for you, this will not prevent us from acting for another client in the matter or related matter giving rise to the conflict when our professional and regulatory rules permit this.

13 Anti-money laundering procedures

- 13.1 We have a legal obligation to comply with the Proceeds of Crime Act 2002 (POCA) and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) ("the MLR").
- 13.2 Under the MLR we have a legal obligation to obtain satisfactory evidence of the identity of our clients and, when appropriate, the people associated with them and to establish the source of

funds and/ or source of wealth to be used in any transaction. We may need to ask you to supply us with certain information about your identity and in the case of corporate entities or trusts about their management and control (including beneficial ownership) and your source of fund and/ or wealth (where applicable). In most cases, we will need this information before we start work and, in all cases, before we can accept and money from you. We may also need to ask you for further information and/ or documents in the course of acting for you.

- 13.3 We reserve the right to terminate our engagement if you do not provide the information we ask for. If you are not able to provide the relevant evidence, please tell us and we will tell you what alternative evidence may be acceptable. We will not be responsible for any delay in progressing your matter if you delay in providing us with the information we have asked for.
- 13.4 Our checks include carrying out an online electronic identity verification check (an AML check) against each individual, entity or organisation that we act for. We will include the cost to us of carrying out all AML checks that we reasonably need to carry out in our overall charges.
- 13.5 We charge for AML checks – please see clause 6.6. above.
- 13.6 When we undertake an AML check against an individual, personal information you (or your representatives, if you are an entity or organisation) provide to us may be disclosed to our provider of identity verification services and/ or a credit reference agency. Your credit rating will not be affected, but the AML check may appear on an individual's credit file as a soft search.
- 13.7 We have a legal duty to disclose information to the National Crime Agency (NCA) in certain circumstances when we are acting for a client in a transaction and we know or reasonably suspect that the transaction may involve money laundering (either by our client or another party) and/ or that we may commit an offence under POCA. If we are required to make a report to the NCA, we will not be able to inform you that we have done nor the reasons why we have made a report.

14 Electronic communications

- 14.1 We will communicate with you using the contact details you provide to us by email, electronic messaging services and/ or voicemail. Please let us know if you would like us to communicate with you in alternative way.
- 14.2 The electronic transmission of information on the internet by email or other messaging services is not secure and there is a risk such communications may become lost, delayed, intercepted, redirected, corrupted, altered, rendered incomplete or delivered late. We will assume that if you provide us with an email address you are willing to receive any correspondence by email. We will try to ensure that electronic communications that we send to you are free from viruses and any other material which may cause inconvenience or harm to any other computer system, and you agree to do likewise in relation to any electronic communications you may send to us. However, we do not accept, and will not have any responsibility or liability to you or any third party (except in case of our bad faith or wilful default), in respect of any loss or damage arising out of or in connection with the failure of any electronic communication to arrive with you or

any third party at the time and in the form intended by us, nor a third party receiving a communication which was not intended for them.

15 Files and document storage

- 15.1 Our file will consist of original electronic documents such as emails and other documents created or received by us in electronic form only, electronic copies of paper documents or receive and original paper documents. When we create an electronic copy of paper document we may destroy the original unless it needs to be retained, eg because it is signed and the original needs to be retained or because the document may be needed for evidential purposes.
- 15.2 We will retain our file for a minimum of seven years following the completion of our work and the delivery of our final bill or for such period as we are required to do for legal, professional and regulatory reasons. At the end of this period we may destroy and/or delete our entire file without further reference to you unless we have agreed with you to retain specific documents. Our paper files may be stored by a third-party contractor at a location other than our office.
- 15.3 You may request a copy of the documents on our file that belong to you, ie those documents provided by you or which belong to you, eg the files of firms that have acted for you previously, or created or received by us in our capacity as your legal representative. If you ask us to send our file to you or to a third party (for example on completion of a matter), we will provide an electronic copy of the file unless you ask us to prepare a paper copy. If we are acting for more than one person or entity jointly, we will not be able to provide original paper documents to one party without the agreement of the other.
- 15.4 We will charge £50 plus VAT for our time spent retrieving and preparing any file you ask us to provide. This is a per file charge, so if you ask us for four separate files, our charge would be £200 plus VAT. We will also charge for any costs we incur sending your hard copy documents to you or any third party, eg courier fees. We also reserve to charge you for our time spent responding to a request for disclosure of information and/ or documents from third parties when we are legally required to respond to such a request.
- 15.5 We may receive personal data from you for the purpose of our anti-money laundering checks e.g. your passport. This data will be processed only for the purposes of preventing money laundering and terrorist financing, or as otherwise permitted by law or with your express consent.

16 Financial services

- 16.1 We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Solicitors Regulation 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 address can be accessed via the Financial Conduct Authority website at www.fca.gov.uk/register.
- 16.2 We may be able provide certain limited financial services when they arise out of or are complementary to our legal services and we are authorised by the Solicitors Regulation Authority to provide them. However, if you require financial services that we are not authorised to provide, we may refer you to a person who is authorised by the Financial Conduct Authority.

17 Termination

- 17.1 You may terminate our engagement at any time without notice, either generally or in respect of any particular matter or aspect of a matter by notifying one of the partners in the firm and, if requested, confirming this in writing. No period of notice is necessary.
- 17.2 We may terminate our engagement with you (and therefore cease acting for you) in relation to any matter, or all of your matters, in the following circumstances:
- 17.2.1 You are in breach of any of your responsibilities set out in section 4 above;
 - 17.2.2 Any invoice we have issued (including any interim invoice) has been outstanding for 30 days or more;
 - 17.2.3 You fail to pay any sum we may reasonably request from you as a payment on account of future fees and/ or anticipated disbursements;
 - 17.2.4 It comes to our attention that you or individuals that control you (where you are an entity) are or have become a “designated person” ie, a sanctioned individual or entity) part-way through the matter or reasonably believe that continuing to act for you will mean we are in breach of the UK sanctions regime;
 - 17.2.5 Our bank declines to deal with funds relating to your transaction;
 - 17.2.6 The relationship of trust and confidence between us has irretrievably broken down;
 - 17.2.7 There is some other good reason why it is appropriate for us to cease acting for you.
- 17.3 We will give you reasonable written notice of our intention to terminate our engagement to the extent this is permitted by law and our professional obligations and we will explain your options for pursuing the matter and will work with you to minimise disruption to your matter or matters.

- 17.4 If we are acting for you in a matter where we are on record as acting for you in court or tribunal proceedings, you or your new legal representative will need to inform the court or tribunal. If you or your new representative do not do so, we may need to apply to the court or tribunal for an order that we have ceased to act for you. In this event, we reserve the right to seek to recover from you our costs of making such an application.
- 17.5 Where we cease to act for you or suspend work on a matter, we will also have the right to cease work or suspend work on any other matter for you and may apply, if appropriate, to be taken off the record as solicitor for the matter but would tell you before we did this.

18 Complaints

- 18.1 We are committed to providing a high-quality service to our clients and take seriously any issues or concerns that clients raise. We value you and would not wish to think you have any reason to be unhappy with us, so it is important you immediately raise any concerns by contacting the partner responsible for your matter initially. They will try to resolve the issue for you.
- 18.2 If you remain dissatisfied, you are entitled to make a formal complaint, and we will deal with this under our Complaints Handling Procedure. You can request a copy from our Risk and Compliance Director at rstumpenhusen@brecher.co.uk.
- 18.3 If your concern is still not resolved at the conclusion of our complaints process, you may be entitled to complain to the Legal Ombudsman (LeO). You can contact the LeO by telephone on 0300 555 0333, by email to enquiries@legalombudsman.org.uk, or by writing to Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. You can access further information about the LeO's services and whether you can complaint to it at www.legalombudsman.org.uk.
- 18.4 Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint and within one year of the date of the act or omission about which you are complaining occurring or within one year of when you should reasonably have realised that there was cause for complaint.
- 18.5 If your complaint relates to our charges, you may be entitled to apply to the Court for an assessment of our invoices under Part III of the Solicitors' Act 1974. We are entitled to charge interest on outstanding invoices pursuant to section X if you exercise this right and our invoices remain unpaid.

19 Liability

- 19.1 Your engagement is with Brecher LLP and you must bring any claim arising from or in connection with it against Brecher LLP and not against any of our partners, employees, consultants or agents.
- 19.2 Our partners, employees, consultants, or agents shall not have, and will not assume, any personal liability to you by virtue of them signing correspondence or documents in their own

name. If you bring a claim against them directly, they will be entitled to enforce our terms against you under the Contract (Rights of Third Parties) Act 1999.

- 19.3 Our total liability to you, whether in contract, tort (including negligence) or otherwise for any loss or damage arising from or in connection with any one matter is limited to the amount stated in our engagement letter or, if no amount is stated, £3,000,000. This limit applies to any and all causes of action arising from or in connection with our legal services.
- 19.4 A separate limitation of liability of £3,000,000 (or such amount as may be agreed in writing between us) shall apply to each separate matter that you instruct us to deal with in future on the same basis.
- 19.5 We will only be liable for that proportion of the loss or damage (including interest and costs) suffered by you which we agree is attributable to us, or which a Court of competent jurisdiction determines is just and equitable to us having regard to the contribution to the loss and damage in question of any other person responsible and/or liable to you for such loss and damage. In this context, the definition of loss and damage in the Civil Liability (Contribution) Act 1978) will apply. For the purpose of assessing the contribution to the loss and damage in question of any other person, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss and damage in question occurred, nor the amount actually recovered from that person, nor the fact that the other person is unable to pay their own contribution in full.
- 19.6 Where we are acting for more than one person or entity, our limitation of liability will be shared by and allocated between each person and/ or entity.
- 19.7 We are not liable to you for any loss of money we hold on your behalf, nor for loss of profit or loss of opportunity as a consequence of that loss of money, caused by or arising from any failure of or by the bank where that money is held.
- 19.8 We will not be liable for any damages or losses arising from us relying on inaccurate or misleading information you or your agents have given us or you failing to give us relevant information. We will not accept liability for damages or losses arising from any act or omission by an expert, consultant or lawyer in other jurisdiction.
- 19.9 The limitations and exclusions in this section do not apply to any liability we may have to you for death or personal injury, nor any other liability which cannot lawfully be excluded or limited, nor to any liability arising as a result of our fraud or fraudulent misrepresentation.
- 19.10 The provisions of this section will continue to apply after our engagement has ended.

20 Data protection

- 20.1 The firm is the data controller for the purposes of UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (as amended) (DPA). We have a duty to comply with the UK GDPR and DPA when processing your personal data and take our obligations under this legislation seriously.

20.2 Our Privacy Policy is available at www.brecher.co.uk/privacy-policy/ and explains what personal data we collect, how we use and process it and the basis on which we do this and your legal rights regarding your data. It also explains who we share your data with and who we may receive data from.

20.3 If you are unhappy about any aspect of how we process your data, you have the right to complain to the ICO who are the UK's supervisory authority in charge of upholding information rights in the interest of the public. Please see their website at www.ico.org.uk for more information.

21 Publicity

21.1 When we have advised on a transaction, we may publicise information about that transaction and may refer to the details of the transaction for our own marketing provided that this does not breach our continuing duty of confidentiality to you. Please let us know if you do not wish us to do so.

21.2 When any public announcement is to be made by you or any third party relating to a transaction where we have acted for you, we would generally be pleased to permit you refer to Brecher LLP and our role, subject to our prior approval of the text of the announcement.

22 Equality and diversity

22.1 Brecher LLP is committed to promoting equality and diversity in all our dealings with clients, third parties and employees. We reserve the right to terminate our engagement if we consider our clients do not. We will not tolerate harassment of our partners or employees. Please let us know if you would like a copy of our equality and diversity policy.

23 Applicable law and jurisdiction

23.1 Our terms and any dispute between us shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England & Wales.

24 Entire agreement

24.1 Our terms and the terms of any engagement letter (together with any other terms agreed in writing between you and us in connection with our engagement) constitute the entire agreement between you and us in relation to our engagement and supersede all previous agreements with respect to that engagement.

24.2 If any provision of this contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this contract which shall remain in full force and effect.

25 Non-waiver

Any failure by us to insist upon your performance of our terms and/ or any failure or delay to exercise any rights or remedies under our terms or the law or otherwise shall not constitute a

waiver by us of our right to insists upon your performance and/ or any the rights and remedies available to us under our terms.

26 Rights of third parties

Save as expressly provided in section 19 above, our terms do not confer any rights on and third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

27 About us

Brecher LLP is a limited liability partnership registered in England and Wales with company number OC372975. The address of its registered office is 4th Floor, 64 North Row, London W1K 7DA. The firm is authorised and regulated by the Solicitors Regulation Authority with SRA number 627789 and is subject to the SRA Standards and Regulations 2019.

The word “partner” used in relation to Brecher LLP refers to a member of the LLP or to an employee of the LLP of equivalent standing and qualifications or experience. A list of members and non-members designated as partners is open to inspection at the firm’s registered office.

July 2026