

METIS LAW LLP
Standard Terms of Business ("Terms")

References in these Terms to "we" and "us" shall be references to Metis Law LLP, a limited liability partnership with company number OC343233 whose registered office is at 84 Albion Street, Leeds, West Yorkshire, LS1 6AD. We are regulated by the Solicitors Regulation Authority (SRA number 509814) and a list of our members is available for inspection at this address, together with a list of those non-members who are designated as partners. The word 'Partner' is used to refer to a member of the LLP, or an employee or consultant who is a lawyer with equivalent standing and qualification.

References to "you" and "your" shall be references to you, the client addressed in each engagement letter.

1. Engagement

1.1 These Terms shall be read in conjunction with each engagement letter or communication which we send you, either in writing or by email.

1.2 Each engagement letter or communication will set out key information relating to the work we do for you. It will address the scope of the work, who is going to carry it out and what we believe the fees will be for us to complete the work.

1.3 In the event of any inconsistency or conflict between these documents, the provisions of this engagement letter shall prevail.

1.4 Where we are engaged by one or more parties, it is agreed that we may accept instructions from any one of such parties without reference to the other.

2. Fees

2.1 Fees for work carried out for you by us will be fair and reasonable.

2.2 Unless otherwise agreed, our fees are in accordance with guidelines laid down for Solicitors, determined by reference to a number of factors, the most significant of which is the time spent on the matter. This includes, but is not limited to, time spent travelling, unless otherwise agreed with you, and time spent on routine correspondence, as well as making and receiving telephone calls.

2.3 In addition to our fees, we may incur expenses (which are called disbursements) from time to time covering (amongst other things) barristers fees, experts fees, courier fees, guaranteed post fees, enquiry agents fees, property search and enquiry fees, Court fees, valuation fees, company law agents fees, company search fees and travel expenses. When we incur such disbursements, we will incorporate these in our next bill to you or send a separate "Disbursement Only" invoice to you.

2.4 We may also recover from you other miscellaneous fees, not incorporated within our hourly rates, representing:

(a) fees for the photocopying, printing and scanning papers and documents;

(b) international telephone calls;

(c) electronic fund transfers;

(d) car travel incurred on your behalf at our current rate per mile;

(e) other travel costs (for example rail and air tickets) in the amounts invoiced to, or incurred by, us;

(f) secretarial overtime in relation to urgent matters requiring our support staff to work after our normal business hours; and

(g) professional indemnity top up premiums should you require cover over and above the otherwise applicable limit of indemnity of our insurance referred to in condition 10 below.

2.5 Unless otherwise agreed, your liability for our fees and disbursements, calculated on the above basis, commences from the moment that we are instructed and covers the initial advice that we may give as well as any subsequent work that we carry out pursuant to that advice.

2.6 We operate a computerised time recording system. When requested, we will provide regular updates on the amount of our fees and disbursements at appropriate stages.

2.7 The method of charging/charging rates applicable to your matter will be agreed with you in advance and confirmed in your engagement letter.

2.8 All fees and some disbursements are subject to VAT (where applicable).

2.9 Any rates agreed with you will be subject to periodic reviews and any changes notified to you in advance.

2.10 If we agree to act for you on a basis where the amount of our fees is determined by the outcome then this will be the subject of a separate written agreement. Where there is any difference or conflict between the terms of such written agreement and these standard terms of business then these terms shall prevail.

2.11 To the extent that there is no separate agreement between us with regard to such fees, we reserve the right to charge for costs incurred in complying with any statutory, professional or regulatory provisions in relation to the work we do for you, or incurred in connection with our acting for you, including, but not limited to, the Money Laundering Provisions (as defined in condition 8).

2.12 In the event that we stop acting for you on whatever basis in accordance with the provisions of condition 7 below, unless otherwise agreed, you will be liable, as set out in this condition, for all fees and disbursements incurred up to the point that we stop acting for you, despite the fact that we may not have completed what we were instructed to do. You will also be liable for such further fees or disbursements which we may unavoidably be required to incur (for example, in litigation we may have to apply to the Court for a Court Order removing us from the Court's record as acting on your behalf or we may have to take steps to seek to protect your position until you have been able to make other arrangements). We

may also charge you (at our standard rate) for the cost of extracting files or data and delivering the same to you.

3. Bills

3.1 Bills rendered by us will clearly show the work being charged for.

3.2 Where we are instructed by more than one person jointly, liability for our fees, disbursements and VAT is shared between those persons on a joint and several basis so that we may recover from any one or more of those persons individually or together the full amount of our fees, disbursements and VAT notwithstanding any agreement which may be reached between those persons.

3.3 Unless otherwise agreed, we will submit interim bills from time to time, at intervals determined by ourselves, or agreed with you. All such bills will be regarded as final bills for the work done to the date referred to in the bill, unless otherwise specified at the time.

3.4 Unless specific terms of payment have been agreed, bills, whether interim or final, should be settled within 7 days of receipt. Interest may be charged on bills that are not paid on time at 8% above the Bank of England base rate from time to time after one calendar month has elapsed from the date of the bill until payment.

3.5 In certain circumstances, you may be required to make payments for anticipated fees and disbursements. These are known as payments on account.

3.6 In particular, we have the right to request payment for work before it is commenced and to suspend or terminate all or any part of your instructions to us and any work done for you, without further obligation to you, in the event that any such request for a payment on account or any bill remains unpaid. This right can be exercised by us in relation either to the matter on which the particular request or bill remains unpaid or any or all other matters, whether or not amounts remain unpaid in respect of such other matters.

3.7 We may apply any amount held on your behalf on any matter in our client account in or towards payment of any sum requested or due from you as regards any other matter whether on account or in respect of an interim, disbursement only, or final bill or interest, or any combination of these.

3.8 In addition to any right that we may have at law, we are also permitted to retain your files or any of your papers or property or sums held by us on your behalf until all monies due from, or payable by you to us (whether billed or unbilled) have been paid. This is known as a lien.

3.9 If you wish to query a bill, please let us know as soon as possible. You also have the right to make a complaint to the Legal Ombudsman within 1 year of the date of this bill, and a right (under Part III of the Solicitors Act 1974) to ask the court to assess these charges within 1 month of receiving this bill. If you wish to make an application to the Court after 1 month you require the Court's permission for an assessment. Details of the Legal Ombudsman can be found in condition 13.5 below.

4. Costs Payable by and to other parties

4.1 It is important to remember that, notwithstanding any agreement reached with, or the liability of, someone else in relation to costs (for example pursuant to a Court Order), it is your primary responsibility to pay our fees and disbursements in respect of any matter which we handle for you.

4.2 The fact that a Court Order for costs may be made in your favour is no guarantee that such costs can be recovered from your opponent who may not be in a position to make payment whether in whole or in part

4.3 In Court proceedings where judgment is obtained in default, only nominal fixed costs can be recovered. These will only partly reimburse you for the costs which you have to pay us but the balance of our fees, disbursements and VAT will still be payable by you.

4.4 Unless only fixed costs are payable, the amount of costs recoverable from other persons in Court proceedings is entirely at the discretion of the Court and tends to be recoverable at a lower rate than that charged by us to you. This will mean that, if any costs are recoverable at all, only a proportion will be recoverable and the balance will be payable by you.

4.5 Any payment made by, or recoverable from, another party in respect of our fees, disbursements or VAT does not release you from the obligation to make such payment in the event that the payment made by that person is dishonoured, not made as promised, or is repayable for whatever reason.

4.6 If costs are payable by someone else, then we may charge you for any steps which have to be taken to seek to recover those costs from that person, either on the basis set out in these standard terms of business, or as otherwise agreed.

4.7 In litigation matters, if you are unsuccessful, either in relation to a specific application, or upon final conclusion of the proceedings, you may be ordered to pay your opponent's costs. In that event, we may have to request an immediate payment to cover any such costs.

5. Cash Payments, Use of Client Account and Source of Monies Paid to us

5.1 We cannot accept cash amounts of more than £300 in payment for any invoice, or any sum, due from you to us, or payable in relation to any matter.

5.2 We cannot allow our client account facilities to be used other than for handling payments in relation to a matter which we are dealing with on your behalf, and only in accordance with any current applicable Solicitors' Accounts Rules (details of which are available on request).

5.3 We are required to satisfy ourselves of the source of any money which you pay us. We require a minimum of 14 days in which to do so unless, in our sole discretion, we agree to accept shorter notice. We therefore require you at the outset of any transaction to identify the precise source of any funds which you will be paying to us. We need to know the details of the account from which it is to be paid and may also require proof of the original source of the money. If we do not receive 14 days'

notice of the source of the funds, or if the money comes from a source other than that which you have previously identified, or in any event if we are unable to satisfy ourselves as to the original source of the money, we may decline to proceed within the expected timescales or at all and we shall not be liable for any losses caused by this. If funds are being sent from another source we will require identification documentation pursuant to our obligations as set out in condition 8 below.

6. Interest and Commissions

6.1 If we hold money on your behalf, we will account to you for interest earned on it in accordance with the law, although we may be entitled to offset any such interest against monies due to us in accordance with condition 3.7 above.

6.2 In the event that commission is received by us from a financial institution, brokers or others, details of the commission and of the amount of commission, or how it is calculated, will be supplied. If we are to retain this commission, we will seek your consent, but make it clear that you will be entitled to withhold that consent.

7. Termination

7.1 You may terminate your instructions to us (that is, request that we stop acting for you) at any time but such termination is not effective until we have received written confirmation from you of such termination.

7.2 In the event of termination, you are responsible for any fees or disbursements incurred as set out in condition 2 above.

7.3 As well as being entitled to stop acting for you for the reasons given in condition 3.6 above, we also reserve the right to cease acting for you on providing reasonable notice in writing if we are unable to obtain proper instructions from you to enable us to carry out your work effectively, if you do not confirm acceptance of these terms or any agreed variation to them in writing, or if we believe that what you require us to do is unreasonable.

7.4 We also have the right to stop acting for you (whether on a permanent or temporary basis) if you do not provide satisfactory evidence of your identity under condition 8.2 below, or if we are otherwise required, or deem it appropriate, in our absolute discretion, to stop acting for you (whether permanently or temporarily) by virtue of compliance with our obligations referred to within condition 8 below (which, in certain circumstances, we are required and/or entitled to do so without giving you any written or other notice and/or giving reasons for doing so).

8. Money Laundering

8.1 Under various UK and European enactments and regulations, we are under mandatory and sometimes complex obligations which require us to assist the relevant authorities in eradicating the laundering of the proceeds of crime and tax evasion. This process is known as "Money Laundering". The various UK and European enactments and regulations are subject to periodic re-enactment, amendment and revision and we are required to comply with whatever provisions are in force from time to time ("the Money Laundering Provisions"), and are subject to potential criminal and/or civil sanctions and liabilities in the event of non-compliance.

8.2 In particular, to enable us to comply with our obligations under the Money Laundering Provisions, whether or not you are a new client, before we can accept instructions from you, or at any time after we have been instructed, we may require you to supply us with satisfactory evidence of your identity, or if a company, other documents, for example, a copy of your latest accounts, a copy of your Certificate of Incorporation and evidence of the identity of your Directors or anyone who is believed to be involved in the management or control of the company. This will also require us to ask you questions about yourself, about the source of any income, past or present, or how you acquired property or funds or how a particular business, trust, or company, which we are asked to advise, is operated or funded, or even about the ultimate beneficial ownership of a company, trust or other legal entity.

8.3 For the same reason, with reference to our obligations under the Money Laundering Provisions, if we have any doubts about the funding of a transaction by any third party or the legitimacy of any matter or transaction, then we reserve the right to delay progress or completion until we have satisfied ourselves of the identity of that third party or the legitimacy of the matter or transaction, and, without prejudice to any other limitation of liability contained in these terms, we will not be liable for any loss caused by such delay.

8.4 Under the Money Laundering Provisions we are also, in some cases, required to report to the relevant authorities, suspicions which we may have that a matter in which we are or are asked to become involved in is related, or being used, to facilitate Money Laundering, as it is defined in the Proceeds of Crime Act 2002, or other relevant legislation, or if we suspect that you, or any party involved in the transaction or matter, is engaged in Money Laundering. By instructing us you thereby expressly authorise us to comply with the Money Laundering Provisions, including, but not limited to, notifying any relevant authorities of the matter in which we are or are asked to become involved, if we suspect that Money Laundering is, has, or may be taking place, or otherwise come under an obligation to so notify any relevant authorities.

8.5 In the event that we make a report to the relevant authorities, we shall be under no obligation to advise you that such a report has been made, because, in doing so, we may potentially incur criminal and/or civil sanctions and liabilities, and shall be entitled to stop acting for you in relation to the transaction or matter pending the provision of permission to us from the relevant authorities to continue acting for you (if applicable).

8.6 We may from time to time use electronic databases to enable us to verify information you have given to us to enable us to fulfil our obligations under the Money Laundering Provisions.

9. Litigation matters

9.1 The Courts take an increasingly robust and strict approach where a party defaults or delays or fails to comply with Court imposed deadlines and directions. Such

default and delay is unlikely to be tolerated and will necessitate a prompt application to the Court for relief from sanctions, which based on recent cases, are unlikely to succeed save in extreme circumstances.

9.2 Notwithstanding your obligation to co-operate with us at all times, it is imperative that you respond to all requests for instructions, documentation and information promptly and in good time before any deadline or direction expires. If you anticipate being unable to meet a specific deadline or direction you should advise us immediately in order that we might consider applying for relief from sanctions before the relevant deadline expires. We will, of course, provide you with as much notice as we are able to, where deadlines and time limits apply.

10. Limitations on our Liability

10.1 We try not to make mistakes and to maintain the highest levels of service but in the event that we are found to be liable to you, we are insured, subject to policy terms and conditions. However, the amount for which we are insured is subject to financial limitations. In any event, by these terms of business, unless specifically agreed in writing to the contrary in relation to any particular matter by a Partner at Metis Law LLP, and as regards any liability which we would otherwise have to you, or any third party, in respect of all loss or damage claimed, or any costs incurred, on whatever basis claimed (whether in contract, tort or otherwise), subject to condition 10.8 below, we:

(a) exclude any liability of whatever nature arising as a direct or indirect consequence of our compliance in good faith with the Money Laundering Provisions referred to in condition 8, or any other statutory, professional or regulatory obligation (and, for the avoidance of doubt, this includes liability for delays caused by us having to seek consent from the relevant authorities pursuant to the Money Laundering Provisions); and

(b) without exclusion (a) above in any way being affected, and unless otherwise agreed between you and a Partner in all cases we limit our liability, in total to the maximum aggregate sum of three million pounds (£3,000,000) (including interest and costs) for any claim or claims arising out of:

(i) the same act or omission;

(ii) a series of related acts or omissions;

(iii) the same act or omission in a series of related matters or transactions;

(iv) similar acts or omissions in a series of related matters or transactions.

10.2 If we are jointly or jointly and severally liable to you with any other party, whether or not you in fact claim against another party, we shall only be liable to pay you the proportion which is found to be fairly and reasonably due as a result of our fault. We shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable to satisfy.

10.3 Any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:

(a) you had also brought proceedings or made a claim against them; or

(b) we had brought proceedings or made a claim against them under the Civil Liability (Contribution) Act 1978 or any similar enactment under any other relevant jurisdiction.

10.4 Without prejudice to any exclusion or limitation of liability contained in these Terms, and subject to any legal or professional restriction on excluding or limiting liability, any claim made against us must be notified to us in writing within 2 years of completion of the matter, or in relation to a series of matters, the last in time of any such matters to which the claim relates, failing which all liability is excluded.

10.5 The only duties owed to you in contract or tort for advice or services provided to you will be owed to you by Metis Law LLP and not by individual employees or Partners of Metis Law LLP. You agree that you will not bring any claim in connection with advice or services provided to you, whether on the basis of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise against any Partner or any employee of Metis Law LLP but this will not limit or exclude the liability of Metis Law LLP (subject to the Terms set out in this condition 9) for the acts or omissions of its Partners or employees. This condition is intended to benefit Metis Law LLP and such employees or Partners who may enforce this condition pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of that Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent.

10.6 Without prejudice to any other exclusion or limitation on liability (and subject to condition 10.7 below), we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or e mail, being misdirected or intercepted by third parties.

10.7 Any exclusion of, or limitation on, our liability contained in these Terms shall apply to work done under this agreement and any future work unless we agree different terms with you. Without prejudice to reliance on condition 10.5 above, and subject to condition 10.8 below, any such exclusions of, or limits on, liability contained in this agreement are intended, pursuant to the Contracts (Rights of Third Parties) Act 1999, to benefit any Partners and employees against whom you may seek to claim, on any ground whatsoever.

10.8 Nothing in these Terms shall exclude, restrict or prevent action in respect of any liability arising from fraud, dishonesty, or reckless disregard of professional obligations or for death or personal injury caused by negligence, or other liabilities which cannot lawfully be limited or excluded.

10.9 If any part of these Terms which seeks to limit or exclude liability (including provisions as to amount, or compliance or purported compliance with the Money

Laundering Provisions) is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, or otherwise, the remaining provisions shall continue to be effective.

11. Advice on Investments and Insurance

11.1 If during this transaction you need advice on investments (which may include advice on insurance products), we may have to refer you to someone who is authorised by the Financial Conduct Authority, as we are not so authorised under the Financial Services and Markets Act 2000 and other legislation ("FSMA"). However, we are included on the register maintained by the Financial Conduct Authority so that we can, where this is closely linked to the legal work we are doing for you, provide certain limited services in relation to investments and carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register. The Law Society is a designated professional body for the purposes of FSMA but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Ombudsman Service is the independent complaints handling body of the Law Society.

11. Communication, Data Protection and Client Confidentiality

11.1 We will communicate with you by the most appropriate means. This may be by letter, telephone, fax or e mail. In relation to e mail, we would ask you to note that the internet is less secure than other communications media and is susceptible to both error as to destination and delay and e mails can sometimes fall into the hands of third parties.

11.2 Maintaining confidentiality of information is of paramount concern to us, and we are registered and comply with the data protection laws of the United Kingdom. Where you are an individual, sole trader or partnership, under the Data Protection Act 1998 ("DPA"), we are required to tell you that your details will be held on our database and that Metis Law LLP is the Data Controller for the purposes of the DPA. In those circumstances, we will process your data for the purposes of carrying out your instructions and it will be processed in accordance with our Privacy Policy. However, as part of our commitment to excellence of service, we may provide our clients with details of seminars, in-house workshops, and bulletins which we feel may be of use to you. Should you not wish to receive this information, please inform your Relationship Manager in writing.

12. File Retention

12.1 Subject to these Terms, and to some exceptions (details of which can be provided upon request), the file which relates to your transaction belongs to you. Unless requested by you, all files will be retained by us for a minimum of 7 years. Thereafter, at our discretion, they may be destroyed, unless you have requested in writing that we retain or forward the file to you.

13. Complaints

13.1 If you feel you have not received a proper service from us, you should initially contact the person having day to day conduct of the matter concerned, or their supervising Partner.

13.2 If the problem cannot be resolved informally then the matter will be dealt with under our Complaints Procedure.

13.3 Details of our Complaints Procedure will be sent to you on request.

13.4 In any event, we will investigate your complaint objectively and as quickly as reasonably practicable.

13.5 You also have the right to make a complaint to the Legal Ombudsman who can be contacted by post at PO Box 6806, Wolverhampton, WV1 9WJ or by telephone on 0300 555 0333.

14. Non-Solicitation

14.1 You undertake that for the period during which this firm acts or provides advice in relation to any matter and for a period of 6 months after the completion of the last matter upon which we have been instructed by you, you will not:-

- (a) solicit or entice away (or assist anyone else in doing so) any member of our professional staff with whom you or any of your employees have had dealings in connection with any matter during the 12 months immediately prior to your approach; or
- (b) employ any such person or engage them in any way to provide services to you whether independently or as a partner or employee of any other firm or company. This undertaking shall not apply in respect of any member of our staff who, without having been previously approached directly or indirectly by you, responds to an advertisement placed by you or on your behalf.

15. Insurance

15.1 For the purposes of Provision of Service Regulations 2009, the details of our professional indemnity insurance are:

- (a) Name of qualifying insurer: Endurance Worldwide Insurance Ltd;
- (b) Contact details of qualifying insurer: 1st Floor, 2 Minster Court, Mincing Lane, London, EC3R 7BB;
- (c) Name of insured firm: Metis Law LLP;
 - (i) Principal address of firm: 84 Albion Street, Leeds, West Yorkshire, LS1 6AD;
 - (ii) Period of insurance: 01 October 2015 to 31 March 2017;

(d) Territorial coverage: Worldwide;

(e) Policy number: B080131136P15

16. General

16.1 Unless we agree in writing to the contrary, the advice provided and the work carried out by us in relation to any matter is intended to be relied on only by you and by no other person.

16.2 Save as provided for in condition 10, a person who is not a party to these Terms shall have no right to enforce or rely on any of its terms under the Contracts (Rights of Third Parties) Act 1999. You agree not to make our work, including any advice given to you, available to third parties without our written permission, and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.

16.3 Unless specifically agreed by us in writing on each occasion, we can only advise on English jurisdiction, law and procedure (this covers England and Wales, but not Scotland, Northern or Southern Ireland, the Isle of Man or the Channel Islands). If the matter involves issues of non-English jurisdiction, law or procedure, subject to your agreement, we shall engage lawyers qualified in the relevant country to provide specific advice on those aspects.

16.4 Any matter upon which we act for you may give rise to tax and/or accountancy implications. Unless specifically agreed in writing, we do not provide any tax or accountancy advice nor undertake to advise you on any such tax implications. We would therefore expect your accountants/tax advisers to deal with all issues relating to tax and accounting arising in respect of or in connection with the particular matter and your tax and accounting matters generally. The responsibility for instructing your accountants/tax advisers will, unless otherwise agreed in writing, be yours.

16.5 Any advice provided by us will be based and dependent upon the instructions, information and documentation supplied by you and those people whom you have specified will instruct us on your behalf. We will not be responsible for any consequences which may arise from a delay or failure by you, or them, to give us the instructions, information and documentation which we require.

16.7 Whilst we may be obliged to advise you to consider whether the expected results of our involvement will justify the costs that will be incurred and, in appropriate cases, on the risks of not achieving those results, we cannot advise on the merits of any transaction that you may be entering into; for example, we cannot advise on whether a property or business you are buying is worth what you are paying. In particular, you will remain responsible for any commercial decisions you make.

16.8 Any failure by us to pursue our legal rights or any relaxation of any of them shall not be taken as a waiver or compromise of any such rights.

16.9 Except where the context otherwise requires, each of these terms shall be regarded as independent of every other term so that if any such term or the application of any such term to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other term or the application of such term to any other person or circumstance.

16.10 These Terms shall be governed by and interpreted in accordance with English law and any claim arising out of any matter we handle for you shall be subject to the exclusive jurisdiction of the English Courts (save in relation to the enforcement of any Judgment obtained by us against you). Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

END.