STANDARD TERMS AND CONDITIONS OF BUSINESS

London Corporate Legal Limited

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If you instruct us to act for you, and we accept those instructions, we will issue you with our Terms and Conditions of Business, which are automatically binding once you accept our client care letter and our terms of engagement. These T&Cs may be updated from time to time.

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1. LONDON CORPORATE LEGAL LIMITED (LCL)

- London Corporate Legal Limited is a Limited Company with registered office at Parkside, 33-39 Sheet Street, Windsor SL4 1BY.

- We are regulated by the Solicitors Regulation Authority (SRA) under registered number 573294. The SRA registered head office is at The Cube, 199 Wharfside Street, Birmingham, B1 1RN.

- Our VAT No is 152 1276 38.

- We are also regulated by the Information Commissions Office (ICO) under registered number ZA175858.

- All work carried out by LCL Limited (also referred to as "we" or "us") for you as our client is subject to these terms and conditions of business, except to the extent that any changes are expressly agreed with you in writing.

2. OUR AIM

- We aim to offer our clients a quality and personal legal service, at competitive rates. The purpose of this document is to assist you in understanding the basis on which we will provide our professional services.

3. HOURS OF BUSINESS

- Our usual office hours are between 09:00 and 17:00, and we are contactable on normal working days Monday to Friday within these hours. Outside of these days and hours messages can be left on voicemail services and appointments can be made by arrangement.

4. RESPONSIBILITY OF YOUR WORK

- The Solicitor or any other individual responsible for your work will be detailed in your Letter of Engagement / Client Care Letter. We will try to avoid changing who has responsibility of your work, however where necessary, we shall promptly tell you of any changes and why these changes are required.

5. ACCESS AND COMMUNICATION

- All telephone calls will be responded to as soon as possible, and usually within 24-48 hours of the call being received. All correspondence will be responded to appropriately, within 5 working days of receipt. We will comply with time criteria detailed in the Civil Procedure Rules, Protocols and Court Orders. Telephone calls and emails may be monitored or recorded, in order to improve our service and to prevent and detect fraud.

6. SCOPE OF OUR SERVICES

- When you instruct us on a new matter, we will send you a Letter of Engagement acknowledging your instructions and setting out the services, which we will provide. Any Letter of Engagement should be read in conjunction with these Terms of Business and together they constitute our "Agreement". If there is any inconsistency between the Letter of Engagement and these Conditions, the letter will take precedence.

7. AUTHORITY TO GIVE INSTRUCTIONS

- Unless we are acting for you personally you should tell us, at the outset of a matter, who is properly authorised to give us instructions. Unless advised otherwise, we will assume that we are authorised to accept instructions from any person whom we reasonably believe to have authority to give instructions to us (this will include, in the case of a corporate entity, any of your Directors, Officers and Employees) and that we may act on instructions given orally, or via electronic communication.

8. DISTANCE SELLING REGULATIONS 2000

- If these Regulations apply to your contract, full details will be given to you with our Letter of Engagement.

9. FEES AND OTHER CHARGES

- Our fees and charges will be calculated predominately by the time spent by your Solicitor and other staff in respect of any work, which they do on your behalf or at your request. This will include meetings, reading and working on papers, correspondence including emails, preparation of court documentation, time spent travelling away from the office when necessary (including attendance at Court or any other forum).

- Our fees and charges will be calculated on the basis set out in our Letter of Engagement, or as otherwise agreed with you.

- We will maintain a record of the time spent on your matter by each of our lawyers or legal advisors. Unless otherwise agreed, our charges are calculated primarily by reference to the time spent on a matter. Time is charged in units of 6 minutes. Short phone calls and routine outgoing emails and letters are recorded as a single unit and all other work is recorded in units of 6 minutes.

- Our charge rates are subject to periodic review, normally on an annual basis. If, as a result of a review, our charge rates are varied, we will notify you of the changes and the revised rates will take effect from the date of the notification or as otherwise agreed with you. Our charge rates may also be adjusted periodically to reflect the increase in seniority of the fee earners working on your matter.

- When we incur expenses and disbursements on your behalf you agree to reimburse us. Usually we will ask you to fund these items in advance. These may include, for example, Court fees, witness expenses, Counsel's fees, expert's fees, document preparation and photocopying expenses, external conference call charges, courier and guaranteed delivery expenses, travel, meals at meetings, subsistence and accommodation expenses. When incurring these charges, we will aim for the lowest reasonably available cost. We will advise you of these charges as they arise, or within a reasonable period. Additional costs that we incur on your behalf will be clearly identified in our invoices. Substantial or unusual expenses will be discussed and agreed with you in advance.

- Any Value Added Tax (VAT) chargeable upon amounts invoiced by us is payable in addition to our fees and charges. We will deliver an appropriate VAT invoice to you. If you have arranged with a third party for the payment of our fees, the third party will not normally be entitled to recover any VAT element and if you are registered for VAT, the VAT element will be invoiced to you so that you may recover the VAT as Input Tax.

10. BILLING AND PAYMENT TERMS

- It is our standard practice to bill all outstanding fees and disbursements/expenses on a regular basis as the matter progresses. This will usually be monthly or 3 monthly unless otherwise agreed with you. A breakdown of any invoice will be provided on request. If an invoice or part thereof remains outstanding after 21 days from the date of delivery, we reserve the right to charge interest at 8% per annum and/or suspend work on all matters on which we are advising you and/or terminate our retainer.

- In addition, all our invoices will become immediately due and payable. Usually we will ask for payments on account of our fees, disbursements and VAT.

11. CLIENT MONEY

- We do not expect to hold monies belonging to or relating to our clients' matters in advance of the transaction being completed, for instance, if we are handling your conveyance we would not encourage you to send any partial payments in advance of completion for us to hold on your behalf. This is entirely your choice. Once received, your funds will be held in a separate designated and combined client account. Subject to the rules set out in the Solicitors' Accounts Rules, monies held by us on your behalf may earn interest. We shall account to you any interest when it is fair and reasonable to do so (this is based on the bank base rate at the time). However, please note that we may levy a charge for the administrational costs of calculating the interest, which can often be a complicated procedure and the cost of such may often exceed any interest sum due. The retention of interest by this firm and the costs associated with bank charges/ legal cashiering fees will be treated as a full discharge of the safekeeping of holding such monies.

12. MONEY LAUNDERING, PROCEEDS OF CRIME AND COMBATING THE FINANCING OF TERRORISM

Money laundering and associated regulations place certain obligations upon solicitors. As part of these obligations we are required to verify the identity of our clients and the source and destination of any funds before any instructions can be carried out. We are also required to disclose to the appropriate authorities any suspicions of money laundering. We may not be able to inform you of any such disclosure and there may be delay in the progress of your matter as a result of the making of a disclosure.

We cannot accept liability for any consequential loss arising as a result of our compliance with statutory or regulatory obligations and our costs may include a charge for complying with those obligations.

13. ELECTRONIC COMMUNICATION

All our staff have email addresses. Unless otherwise directed by you, we may correspond by means of electronic mail. We each agree to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access.

We each agree to use commercially reasonable procedures to check for commonly known viruses in information sent and received electronically, but we recognise that such procedures cannot be a guarantee that transmissions will be virus free.

14. CONFIDENTIALITY AND DISCLOSURE

We will keep confidential information received from you while acting in connection with any matter unless:

- We have your authority to disclose it; or
- Disclosure is required in order to deal with and progress your matter;
- We are required to disclose it by law; or
- The information is in or comes into the public domain without any breach of confidentiality on the part of LCL, or we are required to disclose it by the regulatory or fiscal authorities, in which case, to the extent that we are permitted to do so we will endeavour to give you as much advance notice as possible of any such required disclosures.

We owe the same duty of confidentiality to all of our clients. Therefore, we will not disclose to you any information given to us in confidence in relation to any other matter, even if it is material to yours, without that client's prior consent.

You agree that (subject always to applicable rules and with appropriate safeguards in place to ensure that access to relevant confidential information within LCL Limited is restricted) we may act for you even though we hold confidential information relating to another party which may be material to you.

- We may in the past have advised, or may now or in the future advise, other clients whose interests differ from yours. In advising such other clients we may come into possession of confidential information, which would be material to you. In addition, confidential information we hold about you may be material to such other clients. You agree that our duty of confidentiality to you will be satisfied by putting appropriate safeguards in place, in accordance with applicable rules, to ensure that access to your relevant confidential information within LCL Limited is restricted. Where such measures are in place, you agree that you will not seek to prevent us from acting for other clients by reason of our holding your confidential information.

- From time to time we engage external organisations to audit client files, they and our insurers, our regulators and our professional advisors may require access to your files and/or confidential information in order to carry out their functions. Unless you instruct otherwise we will assume your consent to such audit and/or access. We will require these organisations to comply with our confidentiality procedures in respect of information of which they become aware.

15. COMPLAINTS AND SUGGESTIONS

- We aim to provide high quality advice and excellent client care. We welcome any suggestions that you might wish to make to help us improve our service. We recognise that on occasion, things can go wrong. To raise a concern or make a complaint about our services or a bill please, in the first instance, raise it with the person handling your matter. If you do not consider this appropriate, or they are not able to resolve the problem to your satisfaction, please contact our Director, Katrina Pope. If your handling solicitor is Mrs Pope herself, the Director to contact with your complaint is Rebecca Malthouse. In any instance, please forward any such complaint to mail@l-c-l.co.uk for the attention of either Mrs Pope or Ms Malthouse.

- We want to be given an opportunity to put matters right and we hope and expect to be able to reach a satisfactory solution with you. If we cannot reach a solution together, you can pursue a complaint with the Legal Ombudsman www.legalombudsman.org.uk. A copy of our Client Complaints Policy is available on request and accessible on our website.

16. CONFLICTS

- We have procedures designed to prevent us acting for one client in a matter where there is or could be a material conflict with the interests of another client for whom we are acting. If you are aware or become aware of a possible conflict of this type, please raise it immediately with us. If a conflict of this nature arises, then it will be up to us, taking account of legal constraints, professional rules and your (and the other client's) interests and wishes, to decide whether we should continue to act for both parties, for one only or for neither.

17. INTELLECTUAL PROPERTY RIGHTS

- You will have the full right and licence to use copies of materials we create for you for the particular purpose for which they were prepared. However, all copyright and other intellectual property rights in all documents, reports, written or electronic advice or other material provided by us to you remains with us. If you wish to use copies of these materials

for purposes other than those for which they were prepared, this will require our permission.

18. PAPERS, DOCUMENTS AND ELECTRONIC COMMUNICATION

- You agree that we may store documents and papers electronically.

- It is important that you keep all documents that relate in any way to the matter in respect of which you have instructed us. This also includes electronic data such as emails and archive data.

- After completing any matter on your behalf, we are entitled to retain all your papers and documents while there is money owing to us for our charges and expenses.

- We will retain our files of papers (except for any of your papers which you ask to be returned to you, or which we decide to return to you) for a minimum of 6 years from the completion of the matter(or such longer period as we advise in writing when we close your file) after which they may be destroyed without further notice.

- Original documents such as Wills and Title Deeds may be deposited with us for safekeeping. We do not usually make a charge for this service. We will not destroy or part with possession of those documents without your express authority.

- We will not charge for retrieving papers or documents from storage in relation to continuing or new instructions for us to act on your behalf, however, in other circumstances we may make a charge based on time spent producing stored papers or documents to you or to another at your request. We may also charge for reviewing papers in order to comply with your instructions on storage.

19. INSTRUCTIONS TO OTHER PROFESSIONALS AND LAWYERS

- Should we need to instruct other lawyers or professionals (expert witnesses, accountants, Counsel and so on) we do so, unless otherwise agreed, on your behalf and as your agent. They will be responsible to you for the quality and accuracy of the advice they provide, and you will be directly responsible for payment of their fees and expenses. Before making any such appointment on your behalf, we will consult with you and seek your agreement to the appointment.

20. DATA PROTECTION

- If you are a corporate entity you have no rights under the Data Protection Act 2018 and General Data Protection Regulation ((EU) 2016/679) (GDPR).
- If you are an individual, we confirm that we are the data controller of personal information (personal data) relating to individuals who are either a named client or through whom we conduct our relationship with you. We will process such data in accordance with the provisions of the Data Protection Act 2018 and GDPR. We may use such personal data for providing legal services and for

related purposes such as updating and enhancing client records, analysis to help us manage our business, statutory and regulatory returns and compliance, professional indemnity insurance, marketing, administration and training, and we may disclose it to our service providers and agents for these purposes. We may retain it for marketing purposes, to contact you about our services. If you do not wish to receive such material, please let us know by letter or email addressed to your usual advisor at LCL.

--- We also process personal data for purposes required by law (e.g. evidence of identity checks in respect of money laundering) and for commercial purposes (e.g. credit worthiness checks).

--- LCL is a data controller acting on your behalf in respect of any other personal data supplied to us by you or on your behalf in the course of acting for you. By instructing us to work on your behalf you will be deemed to specifically consent to the use of your data in this way. In relation to such personal data we will:

a. Act only in accordance with your instructions in relation to the processing of that data;
b. Take appropriate organisational and technical measures against unauthorised or unlawful processing of data and against accidental loss or destruction of, or damage to, that data; and
c. Provide appropriate training to personnel to process that data on our behalf.

--- If (but only if you are a business or corporate client) you agree that we may disclose that we are acting for you in our marketing and similar materials and, if in the public domain, the matter on which we have acted or are acting for you. If the matter is not in the public domain, we may only disclose the matter for marketing purposes in a generic form (and without reference to you) unless otherwise agreed between us.

--- Please note that our work for you may require us to give information to third parties such as estate agents, financial advisors, management companies, managing agents and other professional advisers, but details contained on our database will not be passed to anyone else for marketing purposes.

--- Where we are acting for you, as an individual, you have a right under the GDPR and the Data Protection Act 2018 to obtain information from us, including a description of the data we hold about you. Data Protections Laws include but not limited to the Data Protection Act 2018, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the General Data Protection Regulation 2016 ("GDPR") as incorporated and implemented into the laws of the United Kingdom by the EU (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit Regulations 2019) and all national and applicable laws and regulations that relate to the protection and processing of personal data and privacy together with any mandatory guidance and/or codes of practice issued by the United Kingdom's Information Commissioner, all as amended, replaced, reenacted or superseded from time to time;

--- If you have any queries concerning this right, please contact firm's Data Privacy Officer at 48 Dover Street, Mayfair, London or by email at *mail@l-c-l.co.uk*

21. SEVERANCE

..... If any provision in our agreement with you is invalid or unenforceable for any reason, that shall not affect the remainder of our agreement with you.

22. APPLICATION AND PREVAILING TERMS

..... These terms and conditions of business supersede any earlier terms of business we may have agreed with you.

- If there is a conflict between these terms and conditions of business and any specific terms agreed with you in relation to an individual matter (for example, any terms set out in a Letter of Engagement) then the specific terms will prevail.

23. INDEMNITY INSURANCE

- A copy of our professional indemnity insurance is available on request.

24. FORCE MAJEURE

- It is understood and agreed that neither of us will be liable to the other for any delay or failure to fulfill obligations caused by circumstances outside our reasonable control.

25. GOVERNING LAW AND DISPUTES

- The contract between you and LCL is deemed to be made in England and is governed by English law. Unless any alternative dispute resolution procedure is agreed with you from time to time, any dispute between LCL and you shall be subject to the exclusive jurisdiction of the English Courts.