TERMS AND CONDITIONS OF BUSINESS FOR COLLAS CRILL-FARARA KERINS

1 TERMS & CONDITIONS

1.1 Collas Crill is a multi jurisdictional legal services provider carrying on business under the name "Collas Crill". Whilst Collas Crill comprises of any company or partnership that is legally or beneficially owned by or affiliated to or associated with Collas Crill and their subsidiaries and associates, the entity that is fully and exclusively responsible for providing legal services to you under this engagement in accordance with the Relevant Jurisdiction in which they are registered is as follows:

- in the British Virgin Islands ("BVI"), Collas Crill-Farara Kerins (a legal partnership);
- in Cayman, Collas Crill Cayman (a legal partnership);
- in Guernsey, Collas Crill LLP (a limited liability partnership incorporated in Guernsey on 1 September 2016 with its registered office at Glategny Court, Glategny Esplanade, St Peter Port, Guernsey, GY1 4EW and registration number 62 (which until 31 August 2016 operated as a legal partnership in Guernsey under the name "Collas Crill"));
- in Jersey, Collas Crill Jersey (a legal partnership);
- in Singapore, Collas Crill (Singapore) PTE. Limited (a company with limited liability); and
- in the UK, Collas Crill (UK) Limited (a company with limited liability).

1.2 The following Terms and Conditions govern the basis on which we provide the Services to you. They shall override any other terms and conditions stipulated or incorporated by you in your instructions or any negotiations unless otherwise expressly agreed by us in a separate engagement letter with you. They shall apply to all work provided by us to you in relation to the Services, including any work undertaken before your delivery to us of a signed letter of engagement.

1.3 A copy of these Terms and Conditions shall be sent to you by ordinary post or by email.

1.4 A current copy of these Terms and Conditions will also be made available for inspection at our offices in BVI, Cayman, Guernsey, Jersey, London and Singapore during normal business hours, and on our website at www.collascrill.com.

1.5 We may revise the Terms and Conditions and the Rates from time to time without your prior consent. We will notify you by ordinary post or email of any changes which we consider to be material as soon as is reasonably practicable after their introduction but shall not be obliged to inform you if any of the Rates increase. You shall be bound by any revision of the Terms and Conditions and the Rates, as and when a copy of the revised document becomes available for inspection at our registered office or on our website.

2 DEFINITIONS AND INTERPRETATION

2.1 In these Terms and Conditions (unless the context otherwise requires) the following words and expressions shall have the following meanings:

Accounts Rules
The Bar and Law Society Rules and in particular, for Guernsey: The Advocates' Accounts (Deposit Interest) Rules 1989 (as amended); and for Jersey: The Code of Conduct of the Law Society of Jersey, 2005 (as amended)

Bar and Law Society Rules
The laws, rules and regulations (including any amendments that have been or are subsequently made to such laws, rules and regulations) which govern all locally qualified lawyers in BVI, Cayman, Guernsey or Jersey as appropriate and all lawyers who are registered as foreign lawyers in Singapore

Business Day
Any day (other than a Saturday, Sunday or bank holiday) on which banks are open in the Relevant Jurisdiction for normal banking business

Client, you or yours
Any person to whom we provide the services and, in the case of an individual, includes his/her heirs, personal representatives and assigns and, in the case of a body corporate, includes its successors or assigns

Collas Crill, we, our, us, the Firm
Collas Crill, any company or partnership legally or beneficially owned by or affiliated to or associated with Collas Crill and their subsidiaries and associates wheresoever each and any of them may be situate, including but not limited to:

- the BVI partnership known as Collas Crill-Farara Kerins of 125 Main Street, PO Box 144, Road Town, Tortola, British Virgin Islands carrying on BVI legal services and where the context permits, each of the partners of it ("Collas Crill-Farara Kerins");
- the Cayman partnership known as Collas Crill of Floor 2, Willow House, Cricket Square, PO Box 709, Grand Cayman, Cayman Islands, KY1-1107 carrying on Cayman legal services and where the context permits, each of the partners of it ("Collas Crill Cayman");
- the Guernsey limited liability partnership known as Collas Crill LLP, a limited liability partnership incorporated in Guernsey on 1 September 2016 with its registered office at Glategny Court, Glategny Esplanade, St Peter Port, Guernsey, GY1 4EW and registration number 62 (which until 31 August 2016 operated as a legal partnership in Guernsey under the name "Collas Crill"), carrying on Guernsey legal services and

where the context permits, each of the partners of it ("Collas Crill Guernsey");

- the Jersey partnership known as Collas Crill of 40 Don Street, St Helier, Jersey, JD1 4XD carrying on Jersey legal services and where the context permits, each of the partners of it ("Collas Crill Jersey");
- Collas Crill (Singapore) PTE Limited, a company incorporated in Singapore with registered number 201113716N and address at Level 40, Ocean Financial Centre, 10 Collyer Quay, Singapore, 049315 known as Collas Crill and carrying on a mixture of Guernsey, Jersey, BVI and Cayman law legal services ("Collas Crill Singapore").

Data Protection Legislation
The data protection legislation in place at the date of instruction in each Relevant Jurisdiction

Employees
All partners, officers, employees, consultants and agents of Collas Crill and all directors, officers, employees, consultants or agents of any of its subsidiaries or associated companies

Rates
The schedule of fee earners' rates per hour and administrative charges (if any), a copy of which is available on request

Relevant Jurisdiction
The jurisdiction of registration of the Service Provider or, in the case of a client of the Firm in Singapore and/or London: BVI, Cayman, the Island of Guernsey or the Island of Jersey depending on the nature of the Services provided. For the purpose of these Terms and Conditions, the Relevant Jurisdiction is BVI

Relevant Regulator
In BVI, the General Legal Council. In Cayman, if applicable, The Cayman Islands Monetary Authority. In Guernsey, The Guernsey Bar and its Chambre de Discipline. In Jersey, The Law Society of Jersey

Service Provider
The member or members of Collas Crill that provide(s) the Services to you. For the purpose of these Terms and Conditions, the Service Provider is Collas Crill-Farara Kerins

Services
The provision of legal services

2.2 Interpretation

Headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.

References to statutes and/or statutory provisions shall be construed as referring to such statutes or statutory provisions as respectively replaced, amended, extended or consolidated.

References to the Firm or the Client shall include a reference to any successor company and permitted assigns.

The expression "person" shall be construed to include references to any person, firm, company, partnership, corporation or any agency of it.

3 OBLIGATIONS

3.1 We undertake that we will exercise reasonable skill and care in the performance of our work in accordance with applicable professional standards and will exercise the utmost good faith in our dealings with you.

3.2 For the purposes of these Terms and Conditions Collas Crill-Farara Kerins is the Service Provider that is fully responsible for providing legal services to you.

3.3 You agree to contract with Collas Crill-Farara Kerins and you acknowledge and accept that:

3.3.1 your relationship in contract and in tort is solely and exclusively with Collas Crill-Farara Kerins and not with any individual member of Collas Crill-Farara Kerins or Collas Crill; and

3.3.2 to the maximum extent permitted by law, no member of Collas Crill-Farara Kerins nor Collas Crill shall:

3.3.2.1 accept or assume any personal responsibility or liability in contract or tort (including negligence) or under statute or otherwise for; or

3.3.2.2 owe any duty of care to the Client or to any other person in relation to, the conduct of the legal services provided by Collas Crill-Farara Kerins or any matter arising out of or in connection with such legal services.

3.4 You may be serviced by multiple offices on a particular matter or your matter may involve legal advice from more than one of our Relevant Jurisdictions. If this is case, for the purpose of these Terms and Conditions your contract will be deemed to be in existence between the Service Provider who initiated the relationship with you and who sent you the terms and conditions and letter of engagement.

4 COSTS, FEES AND DISBURSEMENTS

4.1 Fees

We believe that fees for the Services should be fair and reasonable, having regard to all the circumstances of the case. The circumstances which may affect the level of fees include the following, the:

4.1.1 time spent on the matter;

4.1.2 monetary amount involved;

4.1.3 specialist legal knowledge required;

4.1.4 number and length of documents;

4.1.5 place and time of day at which the work was carried out;

4.1.6 importance and urgency of the matter to you; and

4.1.7 complexity of the matter.

Time spent on a matter is recorded by all employees of the firm and the total time recorded will be one, but not the only factor taken into account in assessing the level of fees to be charged.

The partner or director responsible for your matter will always be willing to discuss the basis for charging a particular matter at the outset.

Where an estimate of fees is requested and given, it is only an indication of the amount anticipated as being the likely charge and shall not be regarded as an agreed fee for the work or matter unless specifically confirmed in writing as such by a partner.

The amount of work required in respect of any litigation is often uncertain, and often the best that can be achieved is for you to be kept informed by us on a regular basis as to the build-up of costs as the action proceeds. Whatever the outcome of the matter, you are liable to us for the fees and disbursements. In general, the successful party in any litigation is entitled to "recoverable costs" which will usually be substantially less than the costs and expenses it has occurred. We will discuss with you the extent to which your costs and expenses might be recoverable from another person at the relevant time. The maximum fees recoverable in the courts of the Relevant Jurisdiction are revised annually and details are available on request. No legal costs are recoverable in the petty debts court. The value of any award of costs against the other party corresponds to the ability of that party to pay it.

If you lose your action, you may also be expected to pay not only our costs and fees but also the recoverable costs of the other side as well. The local courts also have the ability to review the other party's costs in this event to ensure that they are reasonable in amount and have been reasonably incurred.

We reserve the right to request for monies to be paid up front by you to cover future costs and fees.

4.2 Conveyancing Fees

Where you are selling a property either by way of conveyance or share transfer, you will be provided with a fee estimate at the outset. In relation to the proceeds of a sale of property situated in any Relevant Jurisdiction, our invoice will be payable upon presentation and, in accordance with standard conveyancing procedure in that Relevant Jurisdiction, any net proceeds of sale will be remitted to you.

The Firm does not undertake conveyancing work in respect of Singapore real property.

4.3 Legal Aid

Legal Aid is available to certain litigants in Guernsey and Jersey. In Jersey, eligibility for legal aid is determined by application to the Acting Bâtonnier, and if a certificate is granted the applicant will be required to be advised by the lawyer to whom he or she has been allocated. In Guernsey, application may be made to the Legal Aid Administrator, but the Firm is not a member of the Guernsey Legal Aid Scheme and does not take legally aided clients. The Firm does not take legally aided clients in BVI, Cayman or Singapore. You must inform us if you are proposing to make an application for legal aid as we may no longer be able to act on your behalf.

4.4 Interim Billing

Unless we agree to the contrary in writing, we will render regular interim invoices as the matter proceeds, usually on a monthly basis in arrears.

4.5 Disbursements

4.5.1 Disbursements, as these are incurred, will be added to the applicable interim or final invoice rendered. Depending upon the matter in question, we may request a payment on account of disbursements to be incurred.

4.5.2 Disbursements may include, but are not limited to, filing fees, registry fees, court fees, registration fees, Greffe fees, Viscount fees, document taxes, the cost of expert reports, foreign counsel fees, courier fees, photcopy and publication costs. As a general policy we do not charge for secretarial support and administrative services. However, in the event that we are required to dedicate a significant amount of administrative resource to an individual matter, or adhere to an accelerated timetable to closing, we reserve the right to charge for such administrative services. We will agree any such costs with you before these are incurred.

4.5.3 Usually the fees of any foreign counsel or other advisers instructed by us on your behalf will not be included as disbursements in our invoice. You will be responsible for the settlement of such fees directly with such foreign counsel and/or advisers. In the event that such advisers require to contract with us, we will require their full fees to be paid to us in advance of our instructing them on your behalf.

4.6 Tax on Services

4.6.1 BVI

There is no value added tax on the provision of legal services in BVI.

4.6.2 Cayman

There is no value added tax on the provision of legal services in Cayman.

4.6.3 Guernsey

There is no value added tax on the provision of legal services in Guernsey.

4.6.4 Jersey

A goods and services tax ("GST") was introduced in Jersey in 2008. Depending on the nature of the work done by us for you, you may be liable to pay GST on our charges. Any queries regarding GST should be raised in the first instance with the fee earner dealing with your matter.

4.6.5 London

Depending on the nature of the work done by us for you, you may be liable to pay VAT in England and Wales. Any queries regarding VAT should be raised at first instance with the fee earner dealing with your matter.

4.6.6 Singapore

Depending on the nature of the work done by us for you, you may be liable to pay a goods and service tax in Singapore ("SGST"). Any queries regarding SGST should be raised at first instance with the fee earner dealing with your matter.

4.7 Payment

4.7.1 All invoices (with the exception of any invoice relating to the sale of any property in Guernsey: see Clause 4.2 above) are payable within 14 days of presentation. Interest at a rate of 3% above the base-lending rate of the Royal Bank of Scotland plc may be charged, at our discretion, on unpaid invoices.

4.7.2 Should you have any queries regarding an account once an invoice has been rendered for payment, please contact the fee earner or partner responsible for the matter or our Accounts Department.

4.8 Intermediaries

For the avoidance of doubt, where you are an intermediary representing an ultimate client whose affairs are the subject matter of the Services, you will be primarily liable for our costs and fees.

5 LEGAL EXPENSES INSURANCE

If the matter is contentious (i.e. it relates to a dispute of some description), you may have legal expenses insurance as part of, or ancillary to a household or motor insurance policy

that may cover the costs of pursuing a claim. You should check your insurance documentation and/or consult your insurance broker in order to ascertain whether you have such cover that may cover the costs of pursuing such a claim. However, where you have legal expenses insurance this does not waive your requirement to be responsible for the timely payment of our fees.

6 CLIENT'S MONIES

6.1 All of your money accepted by us is held in a separate client account.

6.2 We reserve the right to pay our fees and disbursements in relation to any matter on which we are acting for you whether individually or with others or for a company beneficially owned in whole or in part by you out of monies held for you in the client account.

6.3 Interest will be allocated to money held in our client account where the sum held exceeds the amount fixed by the Accounts Rules and the local tax legislation of the Relevant Jurisdiction.

6.4 Our clearing bank is Royal Bank of Scotland International Limited for Guernsey and Jersey clients, The Royal Bank of Scotland plc for Singapore clients, Scotiabank Cayman Islands for Cayman clients and CIBC First Caribbean International Bank Limited and First Bank for BVI clients (together "Bank"). Any funds of yours held on account will be paid into, and held by the Bank unless the parties otherwise specify. We accept no liability as to the performance of whichever bank holds the funds.

7 CONCERNS ABOUT OUR SERVICE

If you are dissatisfied with the handling of your instructions by the Firm, you may raise the concern directly with the partner or director responsible for the matter in question. If the issue is not resolved, you may register the concern with Senior Partners: Gerard Farara (in BVI), Antony Duckworth (in Cayman), Advocate Chris Bound (in Guernsey), Advocate Nuno Santos-Costa (in Jersey) and Stephen Adams (in Singapore). The complaint should be made in writing in the form found at www.collascrill.com/terms. We will acknowledge receipt of your complaint within two working days of receipt. Please contact us for a copy of our complaints procedure. Should you be unhappy with the outcome of our investigation you may take your complaint to the Relevant Regulator.

8 TERMINATION

8.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep your papers and documents while there is money outstanding to us for our fees, charges, expenses and disbursements.

8.2 In some circumstances we may consider that we ought to stop working for you. We will continue to act for you on a particular matter until its conclusion unless and until:

8.2.1 you do not produce requisite due diligence material (see Clause 19);

8.2.2 it is no longer appropriate or in your best interest for us to continue to act;

8.2.3 there are fees which have been billed and which are overdue for payment; or

8.2.4 a conflict arises.

8.3 If we cease to act for you we will advise you in writing and you will be responsible for all work in progress, fees and disbursements up to the date of termination and for any costs and disbursements reasonably incurred in connection with the transfer of any work to another lawyer.

8.4 In the event that you terminate your instructions or for any reason the business does not proceed to completion, we shall be entitled to charge for the time spent in dealing with the business.

9 NON EXCLUSIVITY

We reserve the right to provide the Services to any other client at our discretion and in accordance with the Bar and Law Society Rules.

10 CONFLICTS

10.1 We provide a wide range of services to a large number of clients and whilst we have procedures in place to try to prevent any conflict, it is possible that a conflict of interest may arise as a result. If we become aware or are notified of a possible conflict of interest, you shall be notified and if possible procedures will be put in place to ensure confidentiality and independence of advice.

10.2 We are not obliged to inform you of the nature of the conflict, if to do so might, in our opinion, compromise our duties to any other client.

11 LIMITATION OF LIABILITY

11.1 Should we breach any of our duties to you and become liable to compensate you, you agree that our liability is limited for any one matter in the following respects:

11.1.1 you agree to make no claim against an individual partner or director or member of staff;

11.1.2 our maximum liability to you is limited to £2,000,000 (two million pounds Sterling), or five times the amount of our fees which have been paid in respect of such legal services;

11.1.3 we are not liable for indirect or consequential loss or loss of anticipated profit or other benefit; and

11.1.4 you shall not be able to recover damages more than once in respect of the same fact, matter or circumstance.

11.2 In recognition of our policy of limiting partners' personal liability you agree, on behalf of yourself and of any person or entity advancing any claim by or through you, that in any event:

11.2.1 any claims against Collas Crill may only be enforced against those assets or property which comprise partnership assets or property of the Collas Crill entity which has contracted with you; and

11.2.2 notwithstanding Clause 11.1.1, any claims against a partner of Collas Crill or other people from Collas Crill may only be enforced against the assets or the property of that partner liable to you for his or her personal wrongful act or omission. For these purposes, a partner's wrongful act or omission includes any wrongful failure to properly supervise or control a person under his or her direct supervision or control.

11.3 Collas Crill's professional indemnity insurance applies to every Collas Crill entity and to all our Employees.

11.4 Any amounts stated in this section may be converted into Singapore Dollars or US Dollars at the prevailing rate of exchange of the Royal Bank of Scotland International Limited.

12 COMMUNICATION

12.1 We will communicate with you by way of letter, fax, email, telephone or any combination of the above at the address or number last given to us by you in communication generally.

12.2 We assume that you are willing to receive all general correspondence sent via email. We do not guarantee that messages, documents or files sent by email are virus-free. As such, we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that:

12.2.1 you use virus checking software and you are deemed to be responsible for virus checking any message, document or file attachment which is sent to us by email;

12.2.2 you inform us if you have specific confidentiality requirements, such as a requirement for encrypted emails. The cost of setting up any encryption facility on our systems may be added as a disbursement at our discretion; and

12.2.3 should you not wish us to communicate with you via any particular method, you instruct us accordingly.

12.3 We reserve the right to record telephone calls.

13 STORAGE OF CLIENT DOCUMENTS

13.1 After the completion of any matter, we are entitled to retain all papers and documents which have come into our possession or into existence in the course of our acting for you until all fees and disbursements have been settled in full.

13.2 We will keep all documents, correspondence, memoranda and notes which have been created in the course of the instruction for such period as we consider appropriate. We are entitled to destroy any documents held by us pursuant to any engagement terms from the date falling 20 years after the completion of our services. During this period we reserve the right, but have no obligation, to make electronic copies of any such documents, correspondence, memoranda and notes and, save for original signed documents, we reserve the right to destroy hard copies and store the remainder for filing electronically. After the period of continued retention (whether in electronic form or otherwise) of such documents, correspondence, memoranda and notes (save for original signed documents), we have the right to destroy all such files, unless you have requested in writing to the contrary, at or prior to the conclusion of any matter in question. In accepting these Terms and Conditions you consent to the destruction of such files.

13.3 Should we need to retrieve files from storage, either in relation to new instructions to act for you (where the archived files are relevant) or where you have asked us to retrieve specific documents or papers, we reserve the right to charge for such services.

14 WEBSITE AND INTELLECTUAL PROPERTY

14.1 All correspondence, files and records (other than statutory corporate records) and all information and data held by us on any computer system is the sole property of the Firm for our own use and you acknowledge that you have no right of access or control over such information.

14.2 Our website (www.collascrill.com) and all material contained in it, provides general information only. None of its content constitutes legal or professional advice, and it should not be relied upon as such. We do not accept responsibility for any loss which may arise from reliance on information contained in this website.

14.3 We do not guarantee that documents or files within this website are virus- free. As such we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that you use virus-checking software when using our website. In addition, you are responsible for virus-checking any document or file attachment that you send to us via the website. We are not responsible for the content or privacy policies of any external internet websites linked to this website. We do not endorse any information contained in any external internet sites and the links on this website do not imply any association with the policies of the organisations responsible for such websites.

15 DATA PROTECTION

15.1 In Jersey and Guernsey we are a registered data controller of personal data in relation to our clients and contacts under the relevant and applicable Data Protection Legislation. We shall ensure that any personal data gathered under the Terms and Conditions will be processed in accordance with the requirements of the Data Protection Legislation. We reserve the right to use any data for marketing and promotion of other services offered by us unless requested in writing by you not to do so. Your personal data will not be sold, or rented to third parties. However on occasion it may be passed to our agents for our own marketing purposes or to mailing houses or similar third parties who act solely on our behalf.

15.2 You can opt out of receiving these various communications, or update any of your personal data by contacting us in the Relevant Jurisdiction of your Service Provider as noted below:

The Data Protection Officer
Collas Crill-Farara Kerins
125 Main Street
PO Box 144
Road Town
Tortola
British Virgin Islands

The Data Protection Officer
Collas Crill
Floor 2
Willow House
Cricket Square
PO Box 709
Grand Cayman
Cayman Islands KY1-1107

The Data Protection Officer
Collas Crill
PO Box 140
Glategny Court
St Peter Port
Guernsey
GY1 4EW
Channel Islands

The Data Protection Officer
Collas Crill
40 Don Street
St Helier
Jersey
JE1 4XD
Channel Islands

The Data Protection Officer
Collas Crill
288 Bishopsgate
London
EC2M 4QP

The Data Protection Officer
Collas Crill
Level 40
Ocean Financial Centre
10 Collyer Quay
Singapore
049315

Alternatively email us at inbox@collascrill.com

Please mark all correspondence in this respect for the attention of the Data Protection Officer.

15.3 Your privacy is very important to us. By instructing us, you consent to us using your personal data. You must not send us any personal data if you object to that information being processed by us in the ways described in these Terms and Conditions. No personal or sensitive personal data will be processed other than for the purpose for which it was originally obtained in accordance with the provisions set out in these Terms and Conditions, our privacy policy, the Data Protection Legislation and any legal requirements, and all personal data shall be processed fairly and lawfully.

15.4 You may request and receive copies of any personal data that we may hold about you. Should you wish at any time to receive a copy of this information, please contact the Data Protection Officer at either of the above addresses. Any such request should be in writing and should clearly identify you. You may request that any inaccuracies in the personal data we hold about you be corrected, and that any personal data that we hold about you, which we do not have a legitimate reason to retain, be erased.

15.5 We endeavour to ensure that all data held is accurate, complete and up-to-date. We shall hold no more data than is necessary for the purpose for which it is held. It is our policy to review this data from time to time and delete those which are no longer necessary.

16 DISCLOSURE

16.1 We shall not divulge or use for our own benefit any confidential information which we may obtain in relation to your affairs, except where required in the proper discharge of our duties under these Terms and Conditions or to any person to whom we have properly delegated any of our functions to enable them to perform our duties diligently and properly and in all cases, where permitted by applicable law.

16.2 Notwithstanding the provisions set out in Clause 16.1, we may disclose information which would otherwise be confidential if it is permitted by applicable law, and to the extent that it is:

16.2.1 required by law;

16.2.2 required or reasonably requested by any securities exchange, listing authority or regulatory or governmental body to which we or you are subject or submit, wherever situated whether or not the requirement of the information has the force of law;

16.2.3 disclosed to our professional advisers, auditors and bankers;

16.2.4 information which has come into the public domain through no fault of our own; or

16.2.5 where such information was obtained or independently developed by us on a non-confidential basis (as long as we do not know or have reason to know of any breach by such source of any confidentiality obligations with respect to it).

17 DISCLOSURE OF DOCUMENTS

17.1 Where you are party to litigation, you are under a continuing obligation to the other parties to disclose at the appropriate stage in the proceedings all documents within your control (including video/audio recordings and electronically stored information) which:

17.1.1 you rely on;

17.1.2 adversely affect your own case;

17.1.3 adversely affect another party's case; and/or

17.1.4 support another party's case.

We will advise you specifically about this when appropriate.

17.2 However, from the outset you must retain in a safe place all documents which could conceivably be relevant to your case, as we will need to review them in due course. If documents "go missing", even inadvertently, the prospects of success of the matter may be severely prejudiced.

18 REQUESTS FOR QUOTES OR MARKETING MATERIAL

18.1 Unless otherwise requested in writing by you, we reserve the right to use the details of the identity of a client and a brief outline of the nature of the matter in our marketing material. We will inform you of our intention to use such information; however, where such information is already in the public domain, we will assume that you have given your consent to the use of such information for publicity purposes.

18.2 Unless otherwise notified by you, we will assume that you agree that from time to time you would be happy to participate in feedback questionnaires to help us continually improve our service to our clients and for use for publicity purposes.

19 CLIENT DUE DILIGENCE AND ANTI-MONEY LAUNDERING

As part of our Client acceptance and customer due diligence procedure and to comply with the relevant legislation, we are required by anti-money laundering regulations to obtain information and documentation to identify and verify your identity and the identity of certain persons connected to you, unless an exemption is available. You agree that if such information and documentation is not made available to us when required by and in a form acceptable to us, we may without any liability terminate the engagement with you with immediate effect. The time at which such information and documentation is required, and the form in which it shall be delivered to us, shall be determined by us in our absolute discretion.

20 TAXATION

We do not advise on any taxation issues relating to you or any matter upon which we have been instructed to advise. Furthermore, we may request to be provided with a copy of the tax advice received by you in respect of any such matter.

21 LEGAL AND REGULATORY ISSUES OUTSIDE THE RELEVANT JURISDICTION

We do not advise on any legal or regulatory issues other than those governed by the law(s) of the Relevant Jurisdiction.

22 FORCE MAJEURE

We shall bear no liability for loss, damage or delay howsoever arising caused by circumstances outside our control of whatsoever kind including, without limitation, fire, flood, storm, earthquake, wars and riots.

23 PARTIAL INVALIDITY

If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms and Conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

24 JOINT AND SEVERAL LIABILITY

24.1 Where the Client is more than one person:

24.1.1 each person appoints the other person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf;

24.1.2 the obligations of the Client in connection with the matter shall be joint and several; and

24.1.3 where we communicate with one of the persons who comprise the Client, such communication will be deemed to be with all of the persons who comprise the Client and it shall be assumed that such person is authorised to give instructions to us on behalf of each person.

25 LIABILITY TO THIRD PARTIES

Save as expressly agreed in writing, we do not accept or assume any duties or liability to any person other than you and we therefore exclude, to the fullest extent permissible by law any liability to third parties.

26 ARBITRATION

26.1 Both parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute arising from or in connection with these Terms and Conditions.

26.2 We may elect to submit any dispute between the parties, arising from or in connection with these Terms and Conditions, and which is not settled by agreement in writing between the parties within thirty days after it arises, to arbitration in accordance with the arbitration rules of the London Court of International Arbitration ("Rules") effective on the date of the Client's instructions. If we elect to submit any dispute to arbitration, you will be bound by this election.

26.3 Any such arbitration shall be conducted:

26.3.1 in the Relevant Jurisdiction in the English language;

26.3.2 in accordance with the Rules; and

26.3.3 by a single arbitrator:

26.3.3.1 to be agreed between the parties; or

26.3.3.2 failing such agreement within thirty days of the election to submit the relevant dispute to arbitration in accordance with this clause, by a single arbitrator appointed by the President for the time being of the London Court of International Arbitration.

26.4 The decision of any such arbitrator shall be final and binding upon the parties (save in the case of fraud).

27 JURISDICTION

27.1 The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of the Relevant Jurisdiction.

27.2 The courts of the Relevant Jurisdiction shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the engagement letter and any matters arising from it. 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.

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