

## TERMS AND CONDITIONS OF BUSINESS - LEGAL SERVICES

### 1 Introduction

1.1 Collas Crill Group is a multi jurisdictional legal services provider carrying on business under the name "Collas Crill". Collas Crill includes the following entities:

- (a) a limited partnership registered in the British Virgin Islands (**BVI**), named Collas Crill L.P., which provides Services in respect of BVI law (**Collas Crill BVI**);
- (b) a legal partnership in the Cayman Islands which provides Services in respect of Cayman law (**Collas Crill Cayman**);
- (c) a limited liability partnership incorporated in Guernsey, Collas Crill LLP which provides Services in respect of Guernsey, Sark and Alderney law (**Collas Crill Guernsey**);
- (d) a limited liability partnership registered in Jersey (with Registered Number 78), Collas Crill LLP which provides Services in respect of Jersey and BVI law (**Collas Crill Jersey**); and
- (e) other companies or partnerships legally or beneficially owned by or affiliated to or associated with the preceding partnerships or companies.

A full list of the jurisdictions in which Collas Crill operates and the main trading entities included within Collas Crill is available at [www.collascrill.com](http://www.collascrill.com).

1.2 These Terms and Conditions govern the basis on which we provide the Services to you. They 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 Document. You agree that you shall have no remedies in respect of any statement, representation, assurance, guarantee or warranty in relation to the Services that is not set out expressly in these Terms and Conditions or the Engagement Document. These Terms and Conditions

apply to all work provided by us to you in relation to the Services, including any work undertaken before the commencement or deemed commencement of our agreement in accordance with the Engagement Document. Your continued instruction of us constitutes acceptance of these terms save to the extent otherwise expressly agreed in any separate Engagement Document.

1.3 We reserve the right to vary these Terms and Conditions from time to time, including during the course of the provision of Services, without your prior consent. These Terms and Conditions and any future variations will be published on [www.collascrill.com](http://www.collascrill.com) by way of public notice to all current and prospective clients. You will be bound by any revision of the Terms and Conditions upon such publication. A current copy of these Terms and Conditions will also be made available for inspection at our offices in BVI, Cayman, Guernsey, Jersey and London during normal business hours.

### 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** means legislation, rules or codes of conduct provisions in relation to the holding of client monies which apply to us.

**Bar and Law Society Rules** means 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.

**Business Day** means any day (other than a Saturday, Sunday or public holiday) on which banks

	are open in the Relevant Jurisdiction for normal banking business.	<b>External Privacy Statement</b>	means our statement as available here.
<b>Client, you or yours</b>	means 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.	<b>Rates</b>	means the schedule of fee earners' rates per hour and administrative charges (if any), a copy of which is available on request.
<b>Collas Crill Jurisdiction</b>	means any one or more of Alderney, the BVI, Cayman, Guernsey, Jersey or Sark.	<b>Relevant Jurisdiction</b>	means the jurisdiction specified as the relevant jurisdiction in any Engagement Document or, in default of any such specified jurisdiction, the jurisdiction of registration of the Service Provider identified as your counterparty under these terms pursuant to clause 3.3.
<b>Collas Crill offices</b>	means each of Collas Crill BVI, Collas Crill Cayman, Collas Crill Guernsey and Collas Crill Jersey.	<b>Relevant Regulator</b>	means the Regulator, bar association or similar body with jurisdiction as follows: <ul style="list-style-type: none"> <li>(a) in BVI, the General Legal Council;</li> <li>(b) in the Cayman Islands, the Cayman Islands Legal Practitioners Association;</li> <li>(c) in Guernsey, The Guernsey Bar and its Chambre de Discipline; and</li> <li>(d) in Jersey, The Law Society of Jersey;</li> </ul> as applicable.
<b>Data Protection Legislation</b>	means the data protection legislation in place at the date of instruction in each applicable Collas Crill Jurisdiction.		
<b>Employees</b>	means 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.		
<b>Engagement Document</b>	means a letter of engagement addressed to you, or any email or emails or documents detailing the scope of work and/or the proposed fees for work we propose to undertake for you and any relevant responses or documents which relate to it or them (Initial Engagement Documents) and any amendments, variations or restatements of the Initial Engagement Documents.	<b>Services</b>	means the provision of legal services.
		<b>Service Provider, we, our, us, the Firm</b>	means the member of Collas Crill (being Collas Crill BVI, Collas Crill Cayman, Collas Crill Guernsey or Collas Crill Jersey) who has sent you the

- Engagement Document.
- Where Services will be provided by more than one office the provisions of clauses 3.3 and 3.4 apply.
- (ii) owe any duty of care to the Client or to any other person in relation to,
- the conduct of the Services provided by the Service Provider or any matter arising out of or in connection with such Services.
- 2.2 Headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.
- 2.3 Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.
- 2.4 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.
- 2.5 References to the Firm or the Client shall include a reference to any successor company and permitted assigns.
- 2.6 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 You acknowledge and accept that:
- (a) your relationship in contract and in tort is solely and exclusively with the Service Provider and not with any Employee or any other member of Collas Crill; and
- (b) to the maximum extent permitted by law, no Employee or entity, partnership or any other constituent part of the Collas Crill Group (other than the Service Provider itself) shall:
- (i) accept or assume any personal responsibility or liability in contract or tort (including negligence) or under statute or otherwise for; or
- 3.3 You may be serviced by multiple offices on a particular matter or your matter may involve Services from more than one Collas Crill Jurisdiction. If this is the case, for the purpose of these Terms and Conditions your contract will be deemed to be with the Service Provider who initiated the relationship with you and who sent you the Engagement Document. Where another member of Collas Crill provides Services in respect of the matter which is the subject of the Engagement Document, the Service Provider will be liable for the acts or omissions of that member of Collas Crill as if they were acts or omissions of the Service Provider. For the avoidance of doubt however, in the event that the Service Provider notifies you (either directly in writing or by way of public notice published on [www.collascrill.com](http://www.collascrill.com) from time to time) that that Collas Crill office intends to cease to provide Services which relate to any of your matters, unless you notify us to the contrary in writing within one month of that notification, you acknowledge and consent that another Collas Crill office may continue to provide the Services on the same terms, as if it had been the original Service Provider.
- 3.4 Where you request Services from a member of Collas Crill in respect of a different matter you will be provided with a separate Engagement Document in which case you may have a relationship in tort or contract with a Collas Crill member other than the original Service Provider as provided for under the current Engagement Document.
- 3.5 Any Services we provide to you are for your benefit only. Unless we expressly agree otherwise the Service may not be used by or relied on by any other person and we do not accept any responsibility for the results or consequences of those other persons relying on our Services.
- 4 Costs, Fees and Disbursements**
- 4.1 Basis of charges
- (a) We believe that fees for the Services should be fair and reasonable, having regard to all the circumstances of the case. Unless otherwise agreed, the total time recorded will be one, but not the only factor taken into account in assessing the level of fees to be charged. Other factors that will be

taken into account include the value involved, the complexity, novelty and specialist skills required, the importance and urgency of the matter for you and the place and time of day at which the work was carried out.

- (b) Our billing rates vary according to the experience, qualifications and role of the individuals involved. Our billing rates are reviewed at the start of each calendar year but may also be adjusted as we consider necessary, for example where an individual is promoted. The rates applied will be those in force at the time the work is undertaken. It is not our practice to notify you of changes to billing rates but we will provide up to date information upon request.
- (c) Where time is recorded other than in the currency in which we issue your invoice, the fees in the other currency will be converted to the invoicing currency at the applicable rate as published on [www.OANDA.com](http://www.OANDA.com) on the first Business Day of the month in which your invoice is issued.

#### 4.2 Fee Estimates, fixed fees and charging in advance

The partner or director responsible for your matter will always be willing to discuss the basis for charging a particular matter at the outset. In appropriate cases and where agreed with you, we may charge fixed fees for our services and/or invoice for our services in advance. Where we provide an estimate of fees and/or disbursements that may be incurred this is only an indication of the amount anticipated as being the likely charge. The actual charges may vary from the amount estimated. No estimate of fees shall be regarded as an agreed fee for the work or matter unless specifically confirmed in writing as such by a partner. In any event, and without prejudice to our right to invoice for all amounts incurred by us during the matter or in advance, we will endeavour to inform you as soon as possible if it appears that our fees incurred are likely to exceed any agreed estimate or if there are any material changes to the basis on which any fee estimate or fixed fee proposal was made.

#### 4.3 Costs in contentious matters

- (a) 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 buildup of costs as the action proceeds. Whatever the outcome of

the matter, you are liable to us for the fees and disbursements. Often, but not always, the successful party in any litigation is entitled to "recoverable costs". If you are unsuccessful in a contentious matter you may be liable for the "recoverable costs" of the other party or parties to the action in addition to our costs and expenses.

- (b) The "recoverable costs" will usually be substantially less than the costs and expenses the successful party has incurred. The ability to recover any such costs from the unsuccessful party will be dependent on the unsuccessful party having cash or other assets with which to pay those costs. Where we are instructed in a matter which is or may become contentious we will provide you with further details in respect of our fees, and the extent of any liability for or ability to recover costs from other parties.

#### 4.4 Legal Aid

We do not take on legally aided clients in BVI or Cayman. In Guernsey, clients must advise us immediately if they intend to apply for legal aid and acceptance (or continuance) of instructions on a legally aided basis is at our sole discretion. Clients in Jersey who intend to apply for legal aid must also advise us immediately as due to the relevant rules we may no longer be able to act on your behalf.

#### 4.5 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. You may request at any time the amount and details of the current fees and other costs incurred in relation to the matter and/or that we send you these details at pre-agreed intervals during the matter (for example, when our fees incurred have exceeded the amount of any agreed fee estimate).

#### 4.6 Disbursements and Administration Charges

- (a) Disbursements, as these are incurred, will be added to the applicable interim or final invoice rendered. By instructing us you are authorising us to incur these on your behalf. Depending upon the matter in question, we may request a payment on account of disbursements to be incurred or we may ask you to settle these directly.

- (b) Disbursements may include, but are not limited to, filing fees, registry fees, court fees, registration fees, third party reports, document taxes, the cost of expert reports, courier fees, bank charges, photocopy and publication costs.
- (c) Fees of any foreign counsel or other advisers instructed by us on your behalf will not usually 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. If foreign counsel or advisers contract with us, we will require their full fees to be paid to us in advance of our instructing them on your behalf.
- (d) An administration charge may be levied on our fees, as set out in the Engagement Document, to cover general expenses such as telephone calls, photocopying and printing.
- (e) As a general policy we do not charge for secretarial support and ancillary services. However, if we are required to dedicate a significant amount of resource to an individual matter, or adhere to an accelerated timetable, we reserve the right to charge for such services at a rate to be notified to the client, to reflect the services which we are required to provide.

#### 4.7 Tax on Services

- (a) We will add to your invoice any value added tax, goods and services tax or other similar tax (**GST**) that may apply and may be chargeable on all or any part of the Services or any disbursements or charges in relation to those Services. There is no form of value added or goods and services tax in the BVI, the Cayman Islands or Guernsey.
- (b) Where we have relied on any exemption from the requirement to charge GST and it is deemed to be non-applicable for any reason other than our own acts or omissions we will seek reimbursement from you of any applicable GST we are required to pay.

#### 4.8 Payment

- (a) All invoices are payable within 14 days of issue unless agreed otherwise. In certain circumstances the Engagement Document will

provide that our invoices are payable on issue or from proceeds of sale. Interest at a rate of 3% above the base-lending rate of the bank specified in clause 6.9 (or the replacement bank used by us in the Relevant Jurisdiction from time to time) may be charged, at our discretion, on unpaid invoices.

- (b) 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.
- (c) Where we are instructed by more than one Client, responsibility for our fees will be joint and several unless otherwise agreed with us.
- (d) If you are required to withhold or make any deductions in respect of tax or other matters from any payment to us, you will pay to us such additional amount as will ensure we receive the same total amount as if there were no such withholding or deduction.
- (e) Unless otherwise agreed in writing by us, if an invoice remains unpaid for 90 days, we reserve the right to instruct third parties to assist in recovery of outstanding amounts under that unpaid invoice. In that event, you will be responsible for any additional fees or costs incurred by us in connection with such instruction.

#### 4.9 Trustees, intermediaries and similar parties

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. You will remain responsible for payment of our fees where it is intended that our fees be met from a source other than your own funds, such as a trust fund or your client even where funds are not available from that source. This includes, without limitation where you instruct us as representative for another party, as trustee, as liquidator, receiver or administrator and it is intended that our fees be met by that other party's assets, the trust fund or the company's assets as the case may be.

## 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 affect your responsibility for the timely payment of our fees.

## **6 Payments on account and Client's monies**

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

6.2 All clients' money accepted by us is held in a separate account from our own money and shall be held a) on such specific terms as may be agreed with you from time to time, b) in accordance with these Terms and Conditions, c) in accordance with our policy on client money and interest which is in place from time to time in the Relevant Jurisdiction and d) subject to overriding legal requirements.

6.3 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. We will advise you when we do this.

6.4 We will comply with the Accounts Rules in respect of client money held by us.

6.5 If client money is held by us in a separate designated client account (i.e. an account set up specifically for an individual client or clients) then such client or clients will be entitled to the balance on such account from time to time, including all the interest which is credited to that account but subject to any fees, charges, taxes or negative interest imposed or deducted by the Bank, to our right to pay our fees and disbursements under clause 6.3 above and to any other terms agreed in relation to such funds. You may not receive as much interest as if you had invested the money by yourself.

6.6 If your client money is held by us in a general client account (i.e. an account holding client money only, pooled for different matters for different clients) then you will be entitled to a sum in lieu of interest on such funds but, unless we determine otherwise, you agree that, if the total sum of interest in lieu, calculated over the full continuous period for which your cleared funds are held by us in respect of any matter, would be less than £100 (£20 if the Relevant Jurisdiction is Jersey) (the Threshold Sum), then no interest will be payable to you and you give us authority to

draw such interest from the account. Where we are working on more than one matter for you, balances will not generally be aggregated for these purposes. The rate of interest in lieu which is applied, and the terms of the calculation and payment of such interest, will be determined by us from time to time as interest rates change, and details will be included in the policy on client money and interest which is in place from time to time in the Relevant Jurisdiction. We will usually calculate and pay interest in lieu (if above the Threshold Sum) once your matter has been concluded unless interim payments are appropriate (for example in long running matters). Where the interest earned on funds held for you in respect of any single matter exceeds the Threshold Sum then the full amount of interest will be payable to you net of any applicable charges, tax or other agreed deductions, but you are still unlikely to receive as much interest as if you had invested the money by yourself. Where negative interest applies to a general client account, this will be deducted on a pro-rata basis (or in such other manner as we determine is fair and reasonable) from the amounts held on your behalf.

6.7 Any fees or charges imposed by the Bank in relation to your funds held in the general client account or in relation to transactions in relation to such funds may be charged to you as disbursements.

6.8 We may a) make withholdings in respect of tax on interest on funds held in our client accounts, and b) report the payment of such interest to any taxing authority, but we will not generally do either unless we are obliged to do so by applicable law. Accordingly, you are solely responsible for the payment of any tax on, and for any reporting obligations in relation to, such interest.

6.9 Our banks are HSBC Bank PLC, Guernsey branch, for Guernsey clients, HSBC Bank Plc, St Helier branch, for Jersey clients, Scotiabank & Trust (Cayman) Ltd. and Butterfield Bank (Cayman) Limited for Cayman clients and CIBC First Caribbean International Bank Limited for BVI clients (together the Bank).

6.10 Any funds of yours held on account will be paid into, and held by the Bank (subject to our right to change our banking arrangements to a new bank) unless the parties otherwise specify. Should the Bank or any other bank where we pay client monies be unable to meet its obligations for any reason (including if it becomes insolvent or is the subject of any insolvency type procedure) we accept no liability for any costs, claims, expenses, losses (whether consequential or otherwise), damages or liabilities howsoever arising and we accept no responsibility to conduct due

diligence on any bank's financial position. Your liability for payment of our fees, disbursements and charges would remain unaffected in these circumstances.

- 6.11 Where we are holding money for you on account or otherwise and have suspicions of money laundering or any illegal activity we reserve the right to refuse to transfer out such money without the prior sanction of the relevant authorities and to make such reports as we deem necessary to comply with any applicable laws.

## 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 one of the following Managing Partners as appropriate: Ellie Crespi (in BVI), Stephen Leontsinis (in Cayman), Advocate Christian Hay (in Guernsey) and Jason Romer, Group Managing Partner (in Jersey). The complaint should be made in writing in the form found at [www.collascrill.com/terms](http://www.collascrill.com/terms). We will acknowledge receipt of your complaint within 2 Business 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, to the extent applicable, take your complaint to a Relevant Regulator.

## 8 Termination

- 8.1 You may terminate your engagement with 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 We may terminate our engagement with you at any time in our absolute discretion, for any reason, including but not limited to in circumstances where:
- (a) you do not produce requisite due diligence material (see clause 19 below);
  - (b) it is no longer appropriate or in your best interest for us to continue to act;
  - (c) there are fees which have been billed and which are overdue for payment;
  - (d) we believe that your actions or us continuing to act for you may breach any relevant laws, regulations, rules, codes of conduct or court orders;

- (e) we reasonably consider that there has been an irretrievable breakdown of trust and confidence between us;
- (f) a conflict arises; or
- (g) in any other circumstances where we consider it appropriate including if the continued engagement contravenes our internal policies from time to time, including our policies in relation to new and existing client engagements.

- 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 If you terminate your instructions or for any reason the matter does not proceed to completion, we shall be entitled to charge for the time spent in dealing with the matter.

## 9 Non-exclusivity

As a matter of general policy we will not accept a general retainer to act for you exclusively. We reserve the right not to accept instructions in respect of any matter, or to decline to continue to act further on the grounds of conflict of interest or otherwise. You agree that we may provide Services to any other client at our discretion and in accordance with the relevant Bar and Law Society Rules. In particular, you agree that we may provide Services to persons who may have interests adverse to you or your affiliates provided, as required by the relevant Bar and Law Society Rules, we do not have any confidential information in relation to you in respect of that specific matter.

## 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. In order to balance the need to avoid a conflict against our duty of confidentiality, it is our policy to conduct conflict checks on engagement over the whole Collas Crill group, excluding Collas Crill Corporate Services Limited, Collas Crill IP Limited, Collas Crill Listings Limited and Collas Crill Trust Limited.
- 10.2 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. You agree to notify

- us as soon as you become aware of a potential conflict, or situations that may give rise to a conflict including any conflict or potential conflict arising in connection with Collas Crill Corporate Services Limited, Collas Crill IP Limited, Collas Crill Listings Limited or Collas Crill Trust Limited.
- 10.3 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:
- (a) you agree your claim is solely against the Service Provider;
  - (b) you agree to make no claim against an individual partner or director or member of staff;
  - (c) 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 Services, whichever is greater;
  - (d) we are not liable for indirect or consequential loss or loss of anticipated profit or other benefit; and
  - (e) you shall not be able to recover damages more than once in respect of the same fact, matter or circumstance.
- 11.2 You also agree, on behalf of yourself and of any person or entity advancing any claim by or through you, that in any event any claims against Collas Crill may only be enforced against those assets or property which comprise partnership assets or property of the Service Provider which has contracted with you.
- 11.3 You agree that no action or proceedings may be brought or commenced in connection with the Services in any jurisdiction for any breach of duty (whether in contract, tort, under any statute or otherwise) at any time later than three years after the date on which that alleged breach of duty occurred.
- 11.4 Collas Crill's professional indemnity insurance applies to every Collas Crill entity and to all our Employees.
- 11.5 Any amounts stated in this section may be converted into US Dollars at the prevailing rate of exchange of the bank specified in clause 6.9 (or the replacement bank used by us in the Relevant Jurisdiction from time to time).
- 12 Communication**
- 12.1 Where you are acting on behalf of a third party you confirm that you are authorised on behalf of that third party to instruct us and that we are authorised to receive and provide information to you. You agree you will provide written evidence of such authority if requested by us.
- 12.2 You confirm that we may share information with other lawyers and advisers that you have instructed in relation to this matter. You also confirm that we may take instructions from them. Where you have indicated to us that a third party is instructed by you in relation to the matter we will assume we are permitted to share information with them unless you advise us otherwise.
- 12.3 We assume, unless you instruct us otherwise, that you are willing to receive all communications from us sent by electronic means, including, but not limited to, via email and that any communications from us (including any Engagement Document) may be signed by us using any form of electronic signature (such as DocuSign). We do not guarantee that messages, documents, files or other communications sent by email or other electronic means, are virus-free or are otherwise secure and confidential. As such, we accept no liability or responsibility for any loss or damage, however caused, arising from or in connection with communication by us of information electronically. We strongly recommend that:
- (a) you use virus checking software; and
  - (b) 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.
- 12.4 You are responsible for virus checking any message, document or file attachment which is sent to us by email or other electronic means.
- 12.5 You acknowledge that all instructions and communications (from you or us) in electronic form (and our records of those instructions) are original documents in writing. You agree not to challenge their validity, admissibility or enforceability on the basis they are in electronic form or that they were sent electronically.



- 12.6 We will communicate with you by way of letter, fax, email, telephone, other electronic means or any combination of the above at the address or number last given to us by you in communication generally. Should you not wish us to communicate with you via any particular method, you should instruct us accordingly.
- 12.7 We reserve the right to record telephone calls.
- 12.8 Where we receive a document executed using an electronic signature from you (or from a third party on whose behalf you are acting (to which clause 12.1 above will also apply)), we are entitled to assume that you consent to the use of that electronic signature, that electronic signature is authentic to you, has been applied by you and the use of that electronic signature complies with all relevant laws, regulations (other than the laws and regulations of the Relevant Jurisdiction where we have been requested as part of the Engagement to advise on those laws and regulations) and (if relevant) constitutional documents, and there is no prohibition or restriction on the use of that electronic signature which may impact on the validity or enforceability of that document.
- 12.9 Use by us in any communication, document or otherwise of the term "Partner" denotes seniority and does not necessarily mean that the person is a partner of the Service Provider. A list of the partners or equivalent of the Service Provider is available at the offices of the Service Provider.
- 12.10 Any communication, document or otherwise entered into by Collas Crill BVI. shall, unless otherwise expressly stated, be entered into by Collas Crill L.P. acting through its general partner, Collas Crill Management BVI Limited.
- 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 (including, for the avoidance of doubt, for periods exceeding five years) in accordance with our risk management procedures and any legal obligations. Such documents will be kept in accordance with the terms of our External Privacy Statement. After such period we are entitled to destroy any documents held by us pursuant to any engagement terms. 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 You acknowledge that the Intellectual Property Rights and all other rights in any original materials and/or products created, generated and/or produced by us in the course of provision of the Services (including, without limitation, any documents and reports) (**Work Product**) belong to us. You are granted a non-exclusive non-transferable right to use the Work Product for the purposes for which they were provided in accordance with the Engagement Documents. Any internal notes, memoranda and correspondence (**Internal Documents**) created by us in the course of provision of the Services belong to us even where fees have been charged by us in connection with such Internal Documents. Subject to the relevant Bar and Law Society Rules, or applicable law, you are not entitled to copies of or to review such Internal Documents.
- 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 our website.
- 14.3 We do not guarantee that documents or files within or linked to our 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 our website. We do not endorse any information contained in any external internet sites and the links on our website do not imply any association with the policies of the organisations responsible for such websites.

## 15 Data protection

15.1 For information about the purposes for which we process personal data provided by you and the grounds on which that processing occurs please see our External Privacy Statement.

15.2 In agreeing to these terms you warrant and undertake that you are entitled to provide any personal data you deliver to us and that you will ensure that any such personal data are accurate.

## 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 We may disclose information to:

- (a) our associated offices in other jurisdictions (which may be a partnership or entity that is distinct from the Service Provider);
- (b) credit reference or fraud prevention agencies, which may retain a record of the information disclosed to it;
- (c) other professional advisers or service providers instructed by you or on your behalf;
- (d) service providers that provide services to us (including, without limitation, our insurers, auditors and advisers and providers of telecommunications and computing facilities);
- (e) individuals within your organisation and members of your group, if any; and
- (f) third parties for marketing purposes and/or business development purposes where specifically permitted under these Terms and Conditions or where you have authorised such disclosure.

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

- (a) required by law, including where we have suspicions of money laundering or terrorist financing;
- (b) required or reasonably requested by any securities exchange, listing authority, taxation 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;
- (c) disclosed to our professional advisers, insurers, auditors and bankers;
- (d) information which has come into the public domain through no fault of our own; or
- (e) 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:

- (a) you rely on;
- (b) adversely affect your own case;
- (c) adversely affect another party's case; and/or
- (d) 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 save to the extent such information is already in the public domain. In the unlikely event our usage of information for this purpose involves the disclosure of anything classified as personal data under relevant data protection law this will be reduced to the minimum necessary for our legitimate business purposes and undertaken in accordance with the relevant provisions of, our External Privacy Statement.
- 18.2 Unless otherwise notified by you, we will assume that you agree 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 and ongoing disclosure obligations

- 19.1 We may be required to obtain and maintain relevant client due diligence information about you and your direct or indirect owners and controllers to comply with applicable laws in connection with sanctions, anti-money laundering, counter-terrorist financing and anti-bribery and corruption and our internal policies and procedures. This may include information on source of funds, source of wealth, geographical location, business activities and tax and regulatory compliance. We reserve the right to carry out searches of publicly available information or in relevant electronic databases to assist us in complying with these obligations. Where there is a change in any information provided to us for these purposes during the course of any engagement you agree to provide us immediately with updated information. Without limiting the generality of the above obligation, you must tell us immediately about:
- (a) any event which might reasonably be foreseen as affecting our legal ability or willingness to continue to provide the Services;
  - (b) (if you are an entity, and unless you are listed on a recognised stock exchange) any changes, proposed or otherwise, in your ownership or beneficial or intermediate ownership or beneficiary;

- (c) any sanctions or similar measures to which you become subject, or (if you are an entity, and unless you are listed on a recognised stock exchange) to which your owners or intermediate or ultimate beneficial owners become subject; and
- (d) any material changes in your business activities or in your place of residence or incorporation or (if you are an entity, and unless you are listed on a recognised stock exchange) in the place of residence or incorporation of your owners or intermediate or ultimate beneficial owners.

- 19.2 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 Limitation on Services provided

- 20.1 We do not provide investment or financial advice or, unless specifically agreed in writing, tax advice. You should not rely on us to advise you in relation to the commercial consequences to you of any course of action. We are not providing legal or regulatory advice in respect of any matter on the laws of any other jurisdiction other than those specified in the Engagement Document(s). Our advice will be provided on the basis of the relevant law in force at the time the Services are provided and we are not responsible for advising on changes to the law after that date.
- 20.2 We will assume that you have obtained or will obtain appropriate advice in relation to all applicable jurisdictions other than those specified in the Engagement Document(s). Unless specifically agreed otherwise, we will not independently verify the contents of information or documents provided to us by you, your advisers or other third parties on your behalf and will assume that the information and documents provided to us are comprehensive, true, complete, correct and up to date.

## 21 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, riots, or

failures of software, hardware, utility or telecommunications supply.

## 22 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.

## 23 Joint and several liability

Where the Client is more than one person:

- (a) 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;
- (b) the obligations of the Client in connection with the matter shall be joint and several; and
- (c) 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.

## 24 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.

## 25 Arbitration

25.1 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.

25.2 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 30 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.

25.3 Any such arbitration shall be conducted:

- (a) in the Relevant Jurisdiction in the English language;
- (b) in accordance with the Rules; and
- (c) by a single arbitrator;
- (d) to be agreed between the parties; or
- (e) failing such agreement within 30 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.

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

## 26 Jurisdiction

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

26.2 The courts of the Relevant Jurisdiction shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Document, these Terms and Conditions and any matters arising from them. 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.

**May 2023**