

Terms of Business

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1. Introduction

1.1. Our agreement

These terms, together with our retainer letter, set out the basis on which we shall provide you with legal services. Occasionally we are obliged to vary our terms of business in which case we will notify you, and to the extent permissible, the updated terms will then apply. Sometimes, during the course of your matter, we may agree other changes with you in writing.

In the event of any conflict between our terms of business and any provision set out in the retainer letter, our terms of business will prevail unless, and to the extent that, the retainer letter (or other agreement in writing) expresses the intention to override these terms.

1.2. Commencement

These terms will be effective on the earlier of (i) their receipt by you; (ii) the date of the retainer letter; or (iii) the commencement of our services.

2. Services

2.1. Skill & care

We shall carry out our work for you with due skill and care. We may use Mishcon overseas office Partners and staff (see paragraph 2.7), those at other Mishcon Group entities (see paragraph 2.8) and selected professional third parties to support the delivery of those services (see paragraph 2.9).

2.2. Scope

You confirm that the scope of our work detailed in our retainer letter (and any other written communication) accurately describes the work you have asked us to provide. Our services are provided solely for you for the purpose set out in the retainer letter or as otherwise agreed in writing with you. Unless expressly set out in our retainer letter or otherwise agreed in writing, our services will not include advice on tax related issues, the tax implications of any transaction, pensions nor pension related issues.

2.3. Protecting the privilege in our advice/avoiding inadvertent disclosure

You should not disclose our advice or any deliverable nor make the benefit of the services provided by us to anyone else nor refer to the contents of a deliverable or the findings of our work, except (i) as stated in our retainer letter; (ii) following a discussion with us; or (iii) where required by law or regulation.

Where we act for joint clients on a matter, we have a duty to disclose to each such client on that matter, relevant information which we would otherwise be prevented from sharing (due to the duty of confidentiality we owe to each of our clients). As well as undertake work for each such joint client, we will be able to share any advice we give to you in relation to any joint matter, with them.

Separately, please note that sharing (or disclosing) our advice (or the benefit of our services) in whatever form, with anyone else may compromise the privilege associated with that advice (which means it could be admissible in Court). Sharing our advice, without our prior written consent, to a third party who may want to rely on it would be a breach of these terms (see also paragraph 2.4 below).

Following 1 January 2021 and the exit of the United Kingdom from the European Union, there may be circumstances where the EU privilege in our advice and communications may not be available, including before certain EU courts and institutions.

2.4. Liability to you only

We accept no liability to anyone other than you in connection with our services, unless otherwise agreed by us in writing. Where you have not obtained our prior written consent before sharing our advice or the benefit of our services, you agree to indemnify us in respect of any liability (including legal costs)

that we incur in connection with any claim brought by any such third party as a result of their reliance on our advice or services.

2.5. Authority to instruct us

Unless instructed otherwise, we shall assume that any of our employees, directors, officers and representatives who give us instructions are authorised to do so and that we may act on their oral instructions. If you retain us as agent for a third party, or purport to do so, you agree that we shall be entitled to seek confirmation from that third party of the extent of that authority and to obtain from them any verification documents we may require.

2.6. Responsibility for your work

We aim to ensure that your work is carried out cost effectively by someone with the correct level of expertise. Every matter will have a Matter Partner with overall responsibility for it. You will be told who this is in our retainer letter or otherwise in writing.

2.7. Working across Mishcon offices

The team we use to deliver our services to you, including compliance checks, may involve those working in our branch office in Singapore and/or our wholly owned law firm in Hong Kong. We may add additional offices in due course. By instructing us, and unless you tell us to the contrary in writing, you agree that we may use our lawyers and staff wherever they may be located and give them access to your matters, as necessary, for the purposes of delivering our services in accordance with these terms. You can see details of our overseas offices from time to time on our [website](#).

2.8. Engaging other Mishcon Group entities and third parties

We may determine that it would be in your best interests for us to engage the services of other Mishcon Group entities or third parties on whom we rely to deliver our services (e.g. Thirdfort Limited). We will generally seek your agreement before doing so, where applicable. By instructing the LLP, you consent to our sharing your name with other entities in the Mishcon Group and such other third parties. Services provided by any such third party will be subject to their terms of business (and as provided to you). See also paragraph 4.8 below.

2.9. Use of professional third parties and others

If we need to engage professional third parties on your behalf (such as accountants, counsel, foreign lawyers or experts), and unless expressly agreed to the contrary, we will do so as your agent. Where there is a choice available as to which third party professional to instruct, we shall make that selection unless otherwise agreed with you. You shall be liable to pay all the disbursements incurred in relation to that instruction (see paragraph 4.8 below). Services provided by any such third party will be subject to their terms of business (and as provided to you). We will not be liable for any act or omission of such third party, unless otherwise agreed with you in writing, including where any such third party becomes insolvent or otherwise ceases trading.

From time to time, we may, at our discretion, use other external legal staff to provide our services to you. Although they are not our employees, we supervise such staff as if they were employees and place them under similar obligations as to confidentiality so as to protect your confidential information and preserve your privilege in any advice we give you.

3. Your responsibilities

3.1. Instructions, cooperation and evidentiary documents

You must give us appropriate instructions to enable us to do our work properly and cooperate with us and any experts or third parties instructed by us on your behalf. This may include the provision of information and documents requested by us, compliance with any applicable timetables or time limits, the provision of prompt instructions by you, and prompt settlement of our invoices (see paragraph 4.10 below). You

must not ask us to work in an improper or unreasonable way, nor deliberately mislead us.

Where you consist of more than one party, we are entitled to assume (unless otherwise agreed) that the instructions, act or omission of one party are the instructions, act or omission of all.

Where there are issues of authenticity or originals are required evidentially, it is essential that you provide us with the original documents wherever possible. Regardless of whether you provide us with soft or hard copy documents, we will not be liable should any document provided to us later be found to have been altered before its receipt by us, particularly in circumstances where its natural meaning has changed as a result of any such alteration.

3.2. Evidence of identity

We will need to undertake certain electronic checks, where available, to verify your identity at the start of our business relationship with you and update them as needed during the course of our engagement (see also paragraphs 8 and 10 below). We currently use Thirdfort Limited to collect evidence and verify the identity of individuals. By instructing us, you agree to our undertaking these checks.

Where we cannot complete those checks, or we need any additional information, we may request documents from you.

Where we act in relation to any entity, trust or similar arrangement, we also need to be satisfied as to its constitution, and if we are acting for nominees or trustees, you will also need to provide appropriate evidence as to the identity of those persons who control the company or trust or who are its principal beneficiaries.

If we do not have a face-to-face meeting with you, and in certain other circumstances, we may need to carry out enhanced due diligence. This may involve asking you for further information during the course of your matter or at the start of any additional matter.

Where we undertake work for you which is subject to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLRs), we need to understand your source of funds (for the matter and/or our costs) and the source of your wealth, or that of any ultimate beneficial owners. You must provide us with any evidence we may request. Until we have received all such evidence requested, we will not be able to provide any substantive advice or work product which is subject to the MLRs.

Where any checks we undertake to meet our regulatory obligations involve costs to us, we reserve the right to pass such costs on to you.

If we ask you to provide us with any evidence as above, whether at the start of our engagement or at any time while we act for you, and you refuse (or the evidence is not satisfactory to us,) then we reserve the right to terminate our relationship with you (see paragraph 16 below).

If you provide our bank details to a third party who makes payment on your behalf, we may also need to conduct due diligence on them before we can deal with those funds.

Any evidence of identity we obtain from you will be relied on by us to meet our regulatory obligations. We do not provide verification of identity services for reliance by third parties.

3.3. Accountability

We may advise you against taking a particular course of action or indicate that the costs of pursuing any such course of action may be disproportionate. If we agree to act, notwithstanding this advice, you will be responsible for any adverse consequences of pursuing any such course of action (for instance on any order as to costs, see paragraph 4.14 below).

3.4. Alerting us to risks

You must let us know if there are any risks associated with our methods of communicating with you (see paragraph 12 below) or the processing or hosting of your data, including whether you have issues about the jurisdiction in which your data is held or may be transferred for the purposes of delivering our services (see paragraphs 2.7-2.9 above).

You must tell us if you are required to comply with any applicable market abuse rules which may necessitate us maintaining an insider list. Where we provide insider lists to you, you will keep them confidential and treat them in accordance with the applicable data protection and privacy laws and regulations. You will not disclose them to any third party without our prior written consent, save as required by law.

4. Fees

4.1. Terminology

By way of explanation, when we refer to:

- 4.1.1. **fees**, we mean our charges for carrying out your instructions;
- 4.1.2. **disbursements**, we mean sums which we can pay or are liable to pay to third parties on your behalf or in the course of providing our services to you;
- 4.1.3. **expenses**, we mean internal costs incurred in providing services to you (see paragraph 4.9 below);
- 4.1.4. **costs**, we mean fees, disbursements and expenses, plus VAT/GST (as applicable).

4.2. Fee estimates

Except for certain types of transactional work, we usually charge for our services according to the time we spend on a matter and the scope agreed with you from time to time. In such cases, we will provide you with an estimate of what we consider the matter will cost. The estimate will be based on the information available to us at the time it is given. We may well have to revisit that estimate as the matter progresses and/or the scope of work changes. Where we provide an estimate, it is not intended to be a binding quotation. Sometimes costs can escalate through no fault of ours (for example by the position adopted by another party).

Where we charge on a time basis, we will provide you with our current hourly charging rates. These rates are reviewed annually in March. Our rates do not include disbursements or expenses, which will be added to our invoices as appropriate.

Time spent on a matter will include attendances in person, by email or telephone with you and others connected with your matter, drafting, reviewing, research and supervision. We record time in units of 6 minutes.

4.3. Fixed or capped fees

In certain cases, including transactional work, we may agree a fixed or capped fee with you (which will be exclusive of VAT/GST (as applicable), disbursements and expenses) unless expressed to the contrary. We will set out in writing the scope and nature of the work to be undertaken within the fixed or capped fee. We will usually include the assumptions on which we rely in arriving at the fixed or capped fee. We reserve the right to review the fixed or capped fee if the matter proceeds differently from that expected at the time the fee was agreed, becomes protracted for reasons beyond our control, you change your instructions to us and/or new information becomes available.

If a transaction becomes abortive, a charge will be made for the work already carried out, on a time basis unless otherwise agreed in writing. VAT/GST where applicable, will be payable on this amount and any disbursements and expenses incurred will also be charged to you as appropriate.

For certain types of work, such as Employment, Immigration or Residential Conveyancing, you can find further information on our approach to costs on our [website](#).

4.4. Special considerations

Where we provide an estimate or agree a fixed or capped fee, we will do so taking into account a number of factors, including the urgency of the work, its sensitivity, value, risk and complexity as well as the number and seniority of lawyers needed and whether specialist advice is required.

Please note that we can only address our invoices to our client. If you have agreed with another party that they will be responsible for your fees, our invoice will still need to be addressed to you, even if you ask us to make it payable by them. Please note that the VAT/GST applicable to our services will not be recoverable by the third party.

4.5. Use of precedents

Where the work involves the use of our precedents, automated documents or certain specialised products and services, we may charge you a fixed fee for their use as well as charging you for the time needed to make any such documents bespoke to your needs and/or to accommodate any further changes which may be required in your case.

4.6. Costs of compliance

In the event that we are compelled by law to disclose the papers we hold relating to your matter to any government agency or relevant third party, you will be liable to pay us in respect of the time we spend and the expenses and disbursements we incur in complying with the applicable Court order or statutory duty to disclose such papers. This includes, but is not limited to, time we spend reviewing the papers, copying them and (if we deem necessary) seeking advice from Counsel in respect of the scope of our duty to disclose.

4.7. Payments on account

At the outset of most matters, we ask clients for a reasonable sum, in advance of our invoices, on account. We are entitled to wait until any such payment has cleared before we start work.

We will aim to use any such sums against our invoices as the matter progresses and as detailed on our invoices, or as we may advise you by email. We will also ask you for additional sums to be held on account of future costs going forward. We do this so that we have security for the costs we incur and resource we apply to service your matter. See also paragraph 16 (Variation and Termination). We can, at our discretion, hold any sum received by us on account, to apply against our final invoice, before releasing any balance to you. Total costs may be greater than any payment made on account.

We will not accept funds from any source that has not been identified to our satisfaction (see paragraph 3.2). This includes payments from third parties on your behalf. If payment is made in such circumstances and satisfactory evidence of identity has not been provided, we will return the funds within 48 hours to the account from which they were paid. We reserve the right to cease acting if you or associated parties have sent money to our client account without providing the evidence of identity we have requested.

Where we are required to provide an undertaking (which may bind us) to pay a sum to any third party in relation to your matter, you must put us in funds for the relevant sum, in advance of the undertaking being given.

4.8. Disbursements

Wherever possible we will provide you with an estimate of what disbursements are likely to be involved in advance of our incurring them. Such sums will be shown separately on our invoices, and you will be liable to pay them. You will generally be required to provide us with funds before we incur significant disbursements on your behalf. This particularly applies where

we need to instruct other professionals (for example, but not by way of limitation, Counsel (barristers), expert witnesses, enquiry agents or overseas lawyers), pay official fees or carry out searches on your behalf.

Any delay in providing money on account for disbursements or dealing with any outstanding disbursements may prejudice your matter and/or increase the cost of dealing with your matter.

Some of the professionals we instruct (in particular Counsel) may be entitled in certain circumstances to charge interest in the event of delayed payment of the invoices they render. In such circumstances, you will be liable to pay those interest charges.

Where we advise you, and you agree, to use the services of other Mishcon Group entities (e.g. MDR Discover) for the purpose of dealing with your matter, we will be entitled to charge for those services and invoice them as disbursements. Such disbursements may include both advisory and technology costs. Where you engage any such Mishcon Group entity direct, they will invoice you separately.

Where we incur a disbursement in a different currency to which they are billed to you, we will be entitled to include in our invoice an appropriate amount to hedge our exposure to any fluctuation in the applicable exchange rate.

4.9. Expenses

We shall be entitled to charge you the costs in relation to, for example, courier charges, travelling expenses (including local travel), the cost of obtaining any necessary law reports and the cost of using on-line legal databases we do not usually access. In particular, but not by way of limitation, we shall be entitled to charge you the following fees:

- 4.9.1. scanning documents and producing photocopies, which we shall charge to you at our then current rates (which currently range from 14p per sheet for black and white A4 up to £15 per sheet for large colour plans);
- 4.9.2. faster service and CHAPS Payments, costing between £10 and £23;
- 4.9.3. any additional charges for transfers outside the United Kingdom;
- 4.9.4. Overtime to our non-fee-earning staff, where required.

Travel expenses will be charged at standard rate except where the nature and timing of the travel make it appropriate to travel first or business class. Travel expenses will be charged at cost. Car mileage is charged at a flat rate of 45p per mile.

4.10. Invoices

We may, and in respect of contentious matters (i.e. Court proceedings) shall, raise invoices regularly during a matter. Any such invoice will not necessarily be the only or final bill for costs incurred during the period to which the relevant invoice relates. Generally, our invoices are interim statute bills, final in their own right for the period covered by them. If work undertaken during the period of the invoice is, by error or mistake, not charged in the relevant invoice, we reserve the right to credit the invoice and issue a fresh one containing all work for the period in question. Occasionally we will issue interim "on account" invoices. These will be stated as such on their face. These will not be final invoices in respect of any period of time.

Our invoices are payable immediately on receipt.

We can stop work on a matter and refuse further instructions from you where an invoice is not paid on receipt by you. If we propose stopping work in these circumstances, we shall notify you and, wherever possible, discuss it with you before stopping work.

If all or part of an invoice remains unpaid for 30 days or more after delivery by us, we reserve the right to charge interest on the outstanding amount at the rate applicable to judgment

debts (currently 8% per annum). If an invoice has not previously been agreed with you, your leaving it outstanding for this period of time, and without comment, shall entitle us to assume that you consider the invoice to be fair and reasonable.

Unless otherwise agreed, our invoices are payable in pounds sterling, save for invoices rendered by our Singapore and Hong Kong offices. Invoices rendered by our Singapore office are generally payable in USD.

Where we refer in our retainer letter or other communications to amounts in one currency, the amount may change if you ask us to invoice our fees in a different currency. You will be liable to make up any shortfall which arises from any currency conversion or the cost of that conversion. We shall have no liability to you due to currency fluctuations.

Where we ask for payment by bank transfer, you shall be liable for any bank charges so incurred and such charges shall be included in your remittance.

Your statutory rights are also printed on the reverse of all invoices as are our payment details. **You should NOT make payment to any other account in respect of monies payable to us. Any email purporting to come from us seeking to redirect such payment is unlikely to be genuine.** Please contact the Matter Partner if you receive any such email, and only do so using the telephone number on which you usually contact them (not on any telephone number contained in the suspect email).

At our financial year end, currently 31 March, we reserve the right to render invoices in respect of work done on your behalf as at that date.

4.11. VAT/GST and withholding tax

VAT/GST will be added to our invoices on all elements of our costs, as appropriate, and otherwise in accordance with the relevant VAT/GST regulations applicable to your matter.

If you are required under any applicable law to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to us, you shall make such deduction or withholding as required and the amount payable to us shall be increased by any such amount necessary to ensure that we receive the full amount which we would have received if no deduction or withholding had been made. Upon our request, you shall provide us with official receipts (or other forms of evidence reasonably acceptable to us) to show the payment of such taxes.

4.12. Responsibility for costs

In all circumstances you are responsible for paying costs whether or not a third party has agreed, or been ordered by a Court or arbitrator, to pay them.

In the event that you are our client in relation to a matter together with any other person or entity, you and it/they will be jointly and severally liable to pay our fees, disbursements and expenses (so that we can claim the full amount from any or all of you).

4.13. Queries about our fees

Should you have any queries about our invoices, or require a detailed breakdown, please speak to the Matter Partner in the first instance (see also paragraph 15 below and the back of our invoices for further information).

4.14. Award of costs (contentious civil matters in England and Wales)

If we are acting for you in a contentious matter and you are successful, the Court or arbitrator may order another party to pay all or part of the costs you have incurred. You should be aware, however, that the party who is ordered to pay all or part of your costs may not be capable of paying them. You will still be liable to pay us the full amount of your costs as set out in, and on receipt of, our invoices. Any sums subsequently recovered from the other party will be credited to your account

when received. If the other party is legally aided you may not recover any of your costs, even if you are successful.

In some circumstances (for example if you lose your case), the Court or arbitrator may order you to pay all or some of the costs of another party or parties. Such costs could include the fees of other parties' solicitors, barristers and other disbursements and expenses such as expert witnesses' fees. Any such sum will be payable by you in addition to your own costs.

If a party is unsuccessful in an interlocutory application (an interim application prior to trial), the Court or arbitrator is likely to assess the successful party's costs and order their payment by the unsuccessful party (usually within 14 days). The unsuccessful paying party will be responsible for payment of the assessed costs. Failure to make payment within that period may prevent the unsuccessful paying party from continuing its case.

If you or the opposing party are ordered to pay costs and such costs are not agreed, then a further Court process will often take place, in which those costs are submitted for a detailed assessment. It is rare, on any such assessment, that the successful party recovers all of the costs it has incurred. Even if you are successful, your opponent's liability to pay your legal costs may be restricted to approximately fifty per cent of those costs and could be considerably less. Any determination on what that liability should be is likely to take into account factors such as the findings of the Court in respect of particular issues in the proceedings and its view as to the proportionality of those costs. In most contentious matters we are required to submit costs budgets to the Court on your behalf. You are liable to pay us the full amount of your costs as set out in, and on receipt of, our invoices even if the Court sets a costs budget at a level below the budget that we have prepared.

In matters where one party is ordered to pay all or part of the costs incurred by the other party, interest will be payable by the paying party on the amount of the costs assessed, usually from the date on which the order for payment is made (but usually only where the costs assessed are £5,000 or more).

You will also be responsible for paying the costs of seeking to recover costs that a Court or arbitrator has ordered the other party to pay to you.

4.15. Costs in criminal matters

If you have instructed us on a criminal matter, then the provisions in paragraph 4.14 will not apply and you should refer to the terms of our retainer letter with you or separate costs-related correspondence.

4.16. Subject access requests

Save for our statutory obligations, you will be responsible for our reasonable fees (including Counsel and other disbursements where appropriate) in responding to a subject access request which relates to and/or arises from services provided by us to you or on your behalf.

4.17. Personal guarantees

In some cases, we may ask for a personal guarantee from individuals connected with a matter. In such cases we will provide a form of guarantee and the individuals involved should obtain independent legal advice on its terms.

4.18. Commissions

Where it is lawful, there may be occasions when, if we refer you to a third party, we may receive commission from the third party. Unless we have agreed other arrangements with you beforehand, we shall credit your account with any commission we receive in accordance with the SRA Standards and Regulations, available [here](#).

From time to time we may enter arrangements with third parties who refer work to us. As part of those arrangements, we require any third party to disclose the fact of their

arrangement with us to you as well as their interest in any possible commission.

5. Monies held for you

If we hold monies for you in a general client account, any interest payable to you will be calculated at the prevailing rate which our main bank advises from time to time would be paid, if the money were held in a separate instant access savings account, save that we will not normally pay any interest if the sum so calculated over the lifetime of your matter is less than £30. Provided we have acted reasonably in dealing with any monies we hold on account for you we will have discharged our duty to you as trustee in relation to those monies.

Any monies we hold for you from time to time will be held in accordance with the [SRA Accounts Rules](#). We will not be liable to repay such monies in the event that they are lost through a banking failure or any bank collapse.

Any monies due to you from us will be paid by way of cheque or electronic transfer but only to an account of which you are the beneficiary.

We will be entitled, in our absolute discretion, to use monies held by us for you in relation to any invoices on your matter(s), albeit we will endeavour to let you know in advance of so doing.

Once we no longer have a proper reason to hold any monies held on your behalf (e.g. at the end of a matter, or sooner should all financial aspects of that matter be concluded, and we hold more than we need to settle our final invoice), then we shall take all reasonable steps to refund any such sum to you. If we cannot trace you, and subject to any SRA approval required, we reserve the right to donate any such sum to charity in accordance with the SRA Accounts Rules.

6. Lien

You should be aware that we are entitled to exercise a lien over (which means that we can retain) all or any of your property, including money, deeds, documents and papers which we or our agents hold from time to time in respect of all amounts and liabilities due to us from you whether billed or not, in relation to any matter on which we act for you. We shall not be obliged to release such property until payment of those amounts has been received in full, see also paragraph 9.1 below.

7. Confidentiality

7.1. Exceptions

We shall not disclose any confidential information which we obtain as a result of acting for you on your matter to any other person or party except as provided in these terms and:

- 7.1.1. as is reasonable and necessary for the purpose of carrying out your instructions, including sharing such information with other Mishcon Group entities and professional third parties pursuant to paragraphs 2.8 and 2.9 above who we engage for the provision of our services;
- 7.1.2. we may also, from time to time, store and/or process data, including confidential information (or data derived from such information), on servers controlled and/or owned by other Mishcon Group entities or third party providers and whose software or systems we use to provide, or decide to evaluate for the purposes of providing, our services (including e-disclosure, bundling, data retrieval and forensic investigations) or to protect the security of our systems. Data may also be used for product development by us or the relevant third party. In each such case we will ensure an appropriate confidentiality agreement or third-party terms of service is in place and/or where reasonably practicable any such data will be anonymised;
- 7.1.3. for archiving purposes (see also paragraph 9.4);
- 7.1.4. as required by law;

7.1.5. where the information becomes public without any breach by us of our obligations to you;

7.1.6. where we act for you on a property matter and we are also instructed to act for the lender and we deem certain information you have provided to us as requiring disclosure to the lender;

7.1.7. as required by any regulatory, governmental or other authority (including the SRA) to which we are subject or submit. In this regard we, and randomly selected client matters, are annually inspected for compliance purposes by appropriate third parties and by our auditors and these are deemed to fall within this provision (on the basis they are necessary for the conduct of our business). See also paragraph 10 below;

7.1.8. as required to enable us to enforce our rights under the retainer letter.

To the extent it is needed, we shall assume, unless you indicate otherwise, that consent is given to us providing access to any of your confidential information (including personal data) for the purposes set out above and that that consent extends to all future matters which we conduct on your behalf.

You cannot assume that everything you have told one individual at the LLP will also be known to another working on a different matter. It remains your responsibility to ensure all relevant information is provided to the person who has conduct of each matter we undertake for you.

7.2. Civil Court proceedings

If you are involved in Court proceedings, it is important to note that members of the public (including the press) are able to obtain copies of judgments, orders and documents you file at Court, including documents containing confidential information. During Court proceedings you will also usually be obliged to provide to your opponent, and to the Court, relevant documents, emails, reports, letters etc., including confidential documents, which might as a result enter the public domain.

7.3. Data loss

From time to time, you may ask us to use particular communication apps or social media (see paragraph 12 below), hosting, data processing and document sharing technology of your, rather than our, choice. You will be liable for any consequences of such use, including fines, financial loss, data loss or breach of any confidentiality undertakings you may have given another party.

8. Data Protection and Privacy Notice

For the purposes of data protection law, when we process personal data, we do so as a controller (we are registered as a fee-payer with the Information Commissioner under registration number ZA144945).

If you are an individual, you will need to provide us with personal data about yourself (and possibly others) at the start of our business relationship with you and otherwise as may be requested. This personal data helps us identify you as required by our regulator and manage the risks associated with money laundering and terrorist financing. Such data may include your name, address, date of birth, passport or other identification documentation, contact numbers and email, bank account details, assets, family details including the names and ages of any children (where appropriate). Where necessary for the purposes of providing you with legal services, we may also obtain from public and other resources information about you and the parties involved with your matter.

We will look after any such personal data and may use it for the provision of our legal services, billing and other administrative purposes (including the processing of any such data as part of those services or so as to improve the delivery of similar services in the future). It may also be used by us from time to time to provide you (and where appropriate anyone for

whom you act) with information about the Mishcon Group and our services (including contacting you or them by email or telephone). Any personal data we hold will be retained in accordance with paragraph 9.4 below.

If you are the representative of any legal entity other than an individual, we will look after and use any personal data you provide to us for the purposes of acting, on the same basis as set out above. It is your responsibility to ensure that you have appropriate procedures in place (including adequate privacy notices pursuant to data protection laws) when you ask us to collect and process personal data for the purposes of your matter. If you have any concerns about the status of such data, you must let your Matter Partner know before any such data is shared with us.

The legal basis for the processing of the personal data you provide under relevant data protection laws, including the General Data Protection Regulation (**GDPR**), the retained EU law version of GDPR (**UK GDPR**), the United Kingdom Data Protection Act 2018 and the Singapore Personal Data Protection Act 2012, as appropriate, is primarily that it is necessary for the purpose of our legitimate interests, which include preparation for and performance of our agreed services (and those legitimate interests are not overridden by the data subject's interests, rights or freedoms). In some cases, where we are instructed by or on behalf of private individuals, our legal basis for processing will also be that it is necessary for the performance of our contract under those instructions.

For the purposes of the processing of personal data in the context of the offering of goods or services to those in the European Union, under Article 3(2) of GDPR, we have designated, in line with our obligations under Article 27 of the GDPR, a representative in the Union. This is Mishcon de Reya IP B.V., of Prinsenkade 9D, 4811 VB Breda, The Netherlands (email address: gdpneu@mishcon.com).

If you do not wish to receive information about us and our services, wish to receive only certain kinds of information or wish to receive information only by a particular method, please use the unsubscribe function on our communications or email digitalmarketing@mishcon.com.

None of the information we hold about you will be disclosed to third parties outside the Mishcon Group except in accordance with paragraph 7 above or for the purpose of managing our database or improving our business.

If, as part of our services, we collect personal data about other people on your behalf, we will hold and process that data in accordance with the prevailing data protection laws. If, in our view, certain of that personal data should not be held or processed by us we will return or delete it as appropriate (and as technologically practicable).

If we transfer your personal data to a third country, we will only do so in line with our obligations under Chapter V of the UK GDPR, or Chapter V of the GDPR. Where the transfer is to a recipient in a country which does not have an adequacy decision under Article 45 of the UK GDPR or Article 45 of the GDPR (as appropriate), we will rely on standard contractual clauses (with supplementary measures where appropriate) under Article 46(2)(c) of the UK GDPR or Article 46(2)(c) of the GDPR (as appropriate), or an appropriate derogation under Article 49 of the UK GDPR or Article 49 of the GDPR (as appropriate).

We do not make automated decisions, as referred to in Article 22 of the UK GDPR and Article 22 of the GDPR.

If you are an individual and wish to make a subject access request at any time, please email us on DSAR@mishcon.com and your request will be dealt with expeditiously.

You have the right to request from us, in certain circumstances, rectification or erasure of personal data or to restriction of processing concerning you or to object to our processing of the data as well as the right to data portability.

You also have the right to complain to the Information Commissioner's Office or, in some circumstances, a supervisory authority in an EU member state, about the manner in which we process your personal data.

9. Files and documents

9.1. Ownership

You will acquire ownership of the product of our services which is in tangible form, such as correspondence, memoranda, agreements, Court documents or reports. You will be entitled to receive any such papers, provided we have received payment of all sums due to us. For regulatory purposes we will be able to retain copies of all such documents.

9.2. Further copies

In the event that you make an extensive request for a further copy of your documents held by us, then you agree to pay for the cost of providing any such copies whether electronically or in hard copy (including both professional time and any copying charges).

9.3. Our working papers

We shall retain ownership of our working papers and the copyright and all other intellectual property rights in the work that we do for you which will remain our sole property. For the purpose of advising you or other clients, and subject to our duties of confidentiality to you, we shall be entitled to use, analyse, share and develop the knowledge, experience or skills of general application gained through working for you.

9.4. Holding your documents

At the end of your matter (or should we cease to act for you for any other reason), you will tell us which, if any, of the documents you have passed to us during the course of the matter or which were the result of the matter should be returned to you. If you do not do so, you consent to any documents we hold for you being managed in accordance with the terms below.

Regardless of your instructions in relation to any particular documents, as above, please note that where we hold soft copy documents relating to you or your matter, we will hold these for as long as we deem necessary from an IT management perspective. We can delete data from online systems on instruction from you, but we do also hold back up data from which we cannot delete such copies on a matter by matter or client by client basis. Where third parties have had access to such documents for the purposes of providing our services (see paragraph 7.1.2 above) we will ensure, in so far as practicable, that they have permanently deleted any such data. We will provide a copy of our retention policy on request.

We do not usually charge for retrieving documents stored on your behalf. However, if such retrieval involves an unusual amount of time or communication and/or undertaking additional instructions on your behalf we reserve the right to charge a fee.

We shall also be entitled to keep, for legal and regulatory reasons, one copy of our files (whether hard or soft copy) relating to your matter for at least 7 years from completion of our services, after which we shall have the right to destroy them as we see fit. We may, however, retain them for up to 15 years, should we decide that is appropriate or longer (for example, without limitation, where we have acted on the purchase of a property or acted in relation to a Family matter involving minors who will not have ended tertiary education at that point).

Our destruction process above does not apply to especially valuable documents such as deeds or wills for which we maintain insurance cover. Please note however, that such cover does not extend to economic loss consequential on their destruction or loss, for which we do not accept responsibility. These documents will be retained until such time as we regard

them as likely to be obsolete. We use a third-party storage provider for both hard and soft copy documents.

10. Money laundering and other regulatory obligations

10.1. Evidence of identity (see paragraph 3.2 above)

10.2. Overriding regulatory authorities

Notwithstanding your instructions to us, there may be circumstances where we have overriding regulatory obligations to take certain steps, including changing members of the team, pausing or stopping acting for you (see paragraph 16 below).

Such overriding regulatory obligations are most likely to arise in connection with the various powers exercisable by the relevant authorities under anti-money laundering and financial crime laws and regulations applicable in the jurisdictions in which we operate. These include the Terrorism Act 2000, the Anti-Terrorism, Crime and Security Act 2001, the Proceeds of Crime Act 2002, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the National Security and Investment Act 2021 and/or any statute or regulation that replaces or supplements them.

We must also comply with the prevailing sanctions regime.

10.3. Reporting and filing obligations

We are obliged in certain circumstances to disclose otherwise confidential information to the National Crime Agency, Singapore Police Commercial Affairs Department and other regulatory or governmental bodies. This includes where we know or suspect that a client transaction involves money laundering or other similarly reportable issue. If, while we are acting for you, it becomes necessary to make a money laundering disclosure, we may not be able to inform you that a disclosure has been made or the reasons for it. We also may not be able to progress your matter until the relevant authority has confirmed that we can.

Where we have advised you to make any mandatory filing required by legislation or regulation and you fail to provide us with the necessary instructions or instruct us not to make the filing, we shall be entitled to stop acting for you.

10.4. Credit searches

We may conduct credit searches in relation to you and any connected parties.

10.5. No cash

In accordance with SRA guidelines, it is our policy not to accept cash deposits into our client account.

10.6. Anti-bribery and corruption

We have a zero-tolerance approach to bribery and corruption in any form. Acting fairly and ethically is very much part of our core values. Details of our Anti-Bribery Policy is available on request.

11. Investments

We are not authorised by the Financial Conduct Authority. However, we are included on the register maintained by the Financial Conduct Authority so that we can carry on insurance intermediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the SRA. The register can be accessed via the Financial Conduct Authority website at www.fca.org.uk/register/.

We may, where work we are undertaking on your behalf touches on investments, refer you to someone who is authorised to provide any necessary advice. We can provide certain limited services in relation to investments, provided they are closely linked with the legal services we are providing to you.

12. Electronic communication

12.1. Remote working

We may provide our services via remote working. We have taken steps to ensure that in doing so our systems and working practices are secure so as to preserve client confidentiality.

12.2. Managing the risks

There are inherent risks associated with communication by email, SMS and other internet-based systems. The internet is an insecure medium of communication as messages can pass through unregulated service providers and networks used by the internet are vulnerable to illegal hacks or forms of legal interception. Law firms, their clients, and associated third parties are an increasing target for hackers. Damage and loss can also be caused by viruses and malware.

We deploy various means to prevent such cyber threats and regularly keep them under review. Please make sure that you also have a proper means of checking for viruses and other malware in any emails and attachments, especially those received by you from third parties. We will be entitled to regard any email address with which you provide us to communicate with you as secure and to assume that you have consented to the risks associated with the use of that email.

Where you instruct us on highly sensitive or personal matters, we need a private email address as opposed to a business one (over which you may not have overall control). Some employers enforce strict policies regarding personal email. If we are acting for you in a personal capacity and you ask us to use your work email address, we cannot accept liability for any issues that may arise with your employer as a result.

12.3. Beyond our control

We cannot accept responsibility for the accuracy or completeness of the content of emails or any attachments once they have left the servers we use (including any corruption or alteration which may have occurred after sending).

Most firms have experienced a situation where a client or third-party email account has been hacked, the details of the matter obtained and a scam email, adopting apparently legitimate signatures and the logo of the firm is sent to the client or third party seeking to redirect a payment to a new account. You should alert the Matter Partner if you receive any such email, and only do so using the telephone number on which you usually contact them (not on any telephone number contained in the suspect email).

Where we are asked to store or retrieve data relating to you or your matter on a remote internet storage system, you acknowledge that we have no control over the data or documents stored in this way. You accept that provided we have used all reasonable endeavours to safeguard your data or documents, we have no liability for any damage to or disclosure of such information whether to you or any third party.

12.4. Unintended consequences

From time to time, we may use software intended to filter out unsolicited and/or undesirable emails and this may inadvertently reject legitimate emails from you or in relation to work we are carrying out for you. We cannot accept liability for the consequences where emails do not reach their intended recipient as a result of such software.

12.5. Safe working practices

It is in your best interest not to use text messages as a means of providing us with specific information, authority or instructions, as we cannot be sure of their security nor their timely receipt.

If you ask us to communicate with you via text or other forms of electronic communication (including apps and social media) we reserve the right to limit our communications as we see fit

and retain copies of all such communications as part of our record of your matter. You will also need to take responsibility for any risks associated with your chosen form of communication (such as your data being held outside the UK, the EEA or other relevant jurisdiction, the fact that you are in communication with us at all and the frequency and duration of our communications).

If you have any concerns about electronic communication, please contact your Matter Partner.

13. Liability

13.1. No claims against individuals

You agree to bring any claim (including one in negligence) in connection with the services provided by the LLP, only against the LLP, and not against any individuals or other Mishcon Group entity. Where our individuals are described as partners, they are acting as one of our members. In the event that you do pursue any member, employee or consultant of the LLP or of any Mishcon Group entity or any such entity, they will be entitled to rely on these terms under the Contracts (Rights of Third Parties) Act 1999 (as may be amended).

13.2. Limits

Unless otherwise agreed with you in writing, we shall be liable only to you and not to any third party and no such third party will be entitled to enforce the terms of this agreement under the Contracts (Rights of Third Parties) Act 1999 (as may be amended).

We will not be liable to you if we fail to meet any of our obligations under the agreement due to matters beyond our reasonable control (e.g. the disruption caused to us or other parties involved in your matter due to a pandemic, sanctions, a ransomware attack, the insolvency of other parties or other external acts which we cannot control). For the avoidance of doubt this includes the actions, omissions, errors or deficiencies of any other Mishcon Group entity involved in your matter or any third party instructed by us. We will let you know if such an issue arises in connection with your matter.

Our liability to you in connection with any matter will be limited, to the extent permitted by applicable law or regulation, to the proportion of the loss or damage (including interest and costs) suffered by you which is just and equitable having regard to the extent of your own responsibility and the contribution of any other person to the loss or damage regardless of any contractual or other limitation of their liability and/or ability to pay and/or limitation defences available to them.

We will tell you of any other limits to our liability to you in the retainer letter, or otherwise in writing.

We will not be liable to you for any loss, damage, expense or liability, consequential or otherwise, and howsoever caused, arising from any provision of information regarding identity checks to third parties who are subject to the relevant regulations and involved in a transaction or otherwise pursuant to compliance with our obligations as set out in paragraph 10 above.

Nothing in this agreement will limit a person's liability for (i) death or personal injury caused by that person's negligence; (ii) that person's fraud; or (iii) anything else that cannot be limited or excluded by any applicable law or regulation.

13.3. Qualifications

Our advice is given as at the date of communication of the advice. Unless we have specifically agreed otherwise, we will not be bound to notify you of any changes in the law following the date on which the advice was given.

If we are liable to you under this agreement, and another person would be liable to you in respect of the same loss (save for your contractual arrangements with them) then (i) the compensation payable by us to you in respect of that loss will be reduced; (ii) the reduction will take into account the extent of the responsibility of that other person for the loss; and (iii) in

determining the extent of the responsibility of that other person for the loss, no account will be taken of (a) any limit or exclusion placed on the amount that person will pay; or (b) any shortfall in recovery from that person (for whatever reason).

13.4. Sharing of limit

Where we agree in writing to accept liability to more than one party, the limit on our liability will be shared between them and it is up to those parties how they share it.

14. Conflict

If we become aware of a conflict of interest which prevents us from continuing to act for you, we shall inform you immediately and we shall assist you in finding new legal advisers and provide an effective transfer of the relevant matter to your new legal advisers. You agree to pay our costs to the date of any such transfer in accordance with these terms.

If you become aware of any possible conflict, please let your Matter Partner know straightaway.

15. Raising queries or concerns with us

Please discuss any concerns about any aspect of our service with the Matter Partner. If the Matter Partner does not resolve the problem to your satisfaction, or if you would prefer not to raise the issue with the Matter Partner, then you should contact Miranda Levey, Head of Professional Indemnity, by email Miranda.levey@mishcon.com. We shall try to resolve any problem quickly through our complaints procedure, a copy of which is available on request.

At the conclusion of our complaints process, in cases where you do not accept our findings, you may be entitled to complain to the Legal Ombudsman.

The Legal Ombudsman's contact details are as follows:

- Tel: 0300 555 0333 and 0121 245 3050
- Email: enquiries@legalombudsman.org.uk
- Website: www.legalombudsman.org.uk
- Address: PO Box 6806, Wolverhampton, WV1 9WJ

There are time limits for making a complaint to the Legal Ombudsman, details of which are set out at Rule 4 of the Legal Ombudsman Scheme Rules, which can be found at www.legalombudsman.org.uk.

The Legal Ombudsman cannot resolve a dispute between us; in such circumstances you may, with our agreement, refer any dispute to an alternative complaints body, such as ProMediate (UK) Limited (www.promediate.co.uk).

You may have a right to object to an invoice by applying to the Court for an assessment of it under Part III of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about an invoice if you have applied to the Court for an assessment of that invoice.

16. Variation and termination

Unless you are acting in the course of a trade, business or profession you may have the right to cancel your agreement to instruct us without any cost or only in relation to those costs agreed in our retainer letter during the first 14 days of our instruction, under consumer protection legislation. You must exercise any such right within 14 days of instructing us.

No amendment, variation, rescission or termination of this agreement will require the consent of any person who is not a party to it.

Subject to these terms and the terms of the retainer letter, you may terminate your instructions to us in writing at any time. In some circumstances we may cease to act for you. This includes where:

- you do not provide us with the documentation and/or information we have requested whether pursuant to our regulatory obligations or otherwise;
- you cannot give us clear or proper instructions;
- you fail to provide us with any monies on account which we may have requested.
- you do not pay any invoice in accordance with these terms;
- there is otherwise a breakdown in our relationship as solicitor and client;
- continuing to act for you would, in our opinion, constitute a breach of the SRA Standards and Regulations or equivalent regulation or legislation;
- you, or any party involved in your matter, becomes subject to sanctions;
- where, in our opinion, providing services to you may or does, breach any applicable sanctions regime; or
- continuing to act for you may, in our opinion, adversely impact the reputation or professional standing of the LLP.

If, for whatever reason, our relationship is terminated, you will pay our costs in accordance with these terms.

In the event that you fail to pay our costs as above, we will be entitled to charge interest on such costs at the rate applicable to judgment debts. Further, where we are obliged to obtain a Court order to compel payment of our costs together with interest thereon, we will also be entitled to claim the costs of obtaining any such order and the costs of its enforcement.

In the event of a termination of our engagement for whatever reason, the terms of our agreement will remain in force as regards, payment and monies held for you, confidentiality, data protection, liability and files/documents.

17. Regulatory bodies

17.1. English regulator

Both we and our individual solicitors are authorised and regulated by the SRA and are subject to its professional rules. You can find details of the SRA's rules [here](#).

17.2. Other regulators

Individual solicitors may also be regulated by the relevant professional body in their place of admission and/or their place of practice. Where relevant to the advice they give to you, this will be mentioned in our retainer letter, or otherwise in writing.

Mishcon de Reya LLP (Singapore branch) is licensed to operate by the Singapore Legal Services Regulatory Authority as a Foreign Law Practice under Section 130C of the Legal Profession Act (Cap 161). Mishcon de Reya (our Hong Kong law firm office) operates through an association with Hong Kong law firm, Karas So LLP. Its lawyers are registered as foreign lawyers with, and are subject to oversight by, the Law Society of Hong Kong.

18. General

18.1. Applicable law and jurisdiction

The agreement (including this paragraph) and any dispute or claim arising out of it, whether contractual or non-contractual, will be governed by and construed in accordance with English law excluding conflict of laws principles. Any such dispute or claim will be subject to the exclusive jurisdiction of the English Courts. Where clients are based outside of the UK and the EEA we may, at our sole option, elect in writing to have any dispute relating to our fees determined by arbitration rather than the English Courts.

Any arbitration commenced in accordance with this paragraph will be subject to the Rules of the London Court of International Arbitration (LCIA) in force at the time of filing the Request for Arbitration and which LCIA Rules are deemed incorporated by reference into this clause. There shall be one arbitrator, agreed

by the parties or appointed in default of such agreement by the President of the LCIA at the request of one of the parties. The decision of the arbitrator shall be final and binding on the parties. The seat of arbitration shall be London, England. The language of the arbitration shall be English and judgment may be entered in any state court of competent jurisdiction.

Nothing in this paragraph shall prevent you or the LLP from applying for interim injunctive relief in any state court of competent jurisdiction where damages would not be an adequate remedy.

18.2. Entire agreement

Save as provided in these terms, the agreement forms the entire agreement between the parties in relation to the legal services we provide. It replaces any earlier agreements, representations or discussions. You acknowledge that in entering into the agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the agreement.

18.3. Equality diversity and inclusion

The Mishcon Group is committed to promoting equality, diversity and inclusion in all of our dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity policy.

18.4. Modern Slavery

The Mishcon Group is committed to complying with the Modern Slavery Act 2015. See our [Modern Slavery Statement](#).

18.5. Taylor Vinters

With effect from 1 January 2023, the business of Taylor Vinters LLP was merged into the LLP. We continue to use the Taylor Vinters brand as a trading name for certain services.

19. Interpretation

If any provision of the agreement between us is held to be void, then that provision will be deemed not to form part of our agreement and the remaining provisions will still continue in force.

In these terms, the following words and expressions have the meanings given to them below:

agreement – these terms, the retainer letter to which they relate (including any schedules and any variations in writing), any other written communication varying this agreement and the terms on the reverse of our invoices

LLP – means Mishcon de Reya LLP, a limited liability partnership, incorporated in England (number OC399969), whose registered office is at Africa House, 70 Kingsway, London, WC2B 6AH. It is a body corporate which has members rather than partners. It operates a Singapore branch office under licence from the Legal Services Regulatory Authority, licence number LSRA/FLP/ 2020/00001. It operates a Hong Kong law firm which is registered with the Law Society of Hong Kong as an association with Karas So LLP, pursuant to subsection (1) of section 39C of the Legal Practitioners Ordinance. A list of the members of the LLP, from time to time, is available at our registered office

Matter Partner – means the partner (or other person described in the retainer letter as 'Matter Principal'), who is specified in the retainer letter as having overall responsibility for the proper conduct and supervision of the services

Mishcon Group – means the LLP and any of the LLP's affiliated entities or subsidiary undertakings from time to time please see our website, www.mishcon.com for further information

partner – means a person who is a member of the LLP

services – means the services set out in the retainer letter and as otherwise varied in writing between us

SRA – means the Solicitors Regulation Authority

we, us, or our – means the LLP and any other Mishcon Group entity (unless the context suggests otherwise or directly engaged by you)

you, your – means the party or parties to the agreement (excluding us).