



SEYMOUR LAW LLP

TERMS AND CONDITIONS FOR THE PROVISION OF LEGAL SERVICES

1. This document sets out the terms upon which Seymour Law LLP (the "**Firm**") will undertake work for you. "**You**" means the client(s) named in our accompanying 'Letter of Engagement' and together with these terms, forms our written contract to provide legal services to you. Should there be any inconsistency between the terms set out herein and the contents of the accompanying 'Letter of Engagement', the terms contained in the latter will apply in priority.
2. The Firm is a Limited Liability Partnership, regulated to provide legal services relating to Jersey law only. We do not provide advice in relation to the tax issues of any jurisdiction, nor advise on the law of any other jurisdiction other than Jersey, and we accept no responsibility for such matters. We may require you in certain circumstances to provide copies of any relevant advice you may have received in relation to tax.

Instructions

3. In most circumstances, we require that clients give or confirm their initial instructions to us in writing. We assume that whoever gives us such initial instructions has the authority to do so. To enable us to represent your interests effectively, it is vital that you provide us with all relevant information and that you keep us informed of any material changes in your instructions.
4. Our services are provided to you in the utmost good faith and insofar as the law permits, we will act in your best interest at all times. All lawful instructions initiated by you will be carried out diligently, promptly and with reasonable skill and care as is more particularly set out in this document.

Confidentiality



5. All information that you provide to us regarding your business and affairs will be treated as confidential. However, if we are working on a matter in conjunction with other parties we shall assume, unless you notify us otherwise, that we may disclose any such information to those other parties and discuss it with them where necessary.
6. You should also note that there is a statutory duty imposed on us to report to the relevant Jersey authorities any knowledge or suspicion of money laundering. This obligation overrides our duty of client confidentiality. We will not tell you if we make such a report unless the authorities authorise us to do so.

Joint clients

7. If there is more than one client instructing us in your matter (for example, members of a partnership, trustees, executors or joint owners of a property), you each agree that we may act on the instructions of any one of you and, unless otherwise agreed, correspond directly with and take instructions from that one client alone on behalf of all the clients.
8. There is also no right of confidentiality between joint clients meaning that all correspondence with us and attendance notes relating to work done under the joint retainer will be available to all of you.
9. If, at any stage, you find that you cannot agree on a course of action, it may be necessary for one or more of you to be separately represented. If a conflict of interest arises between you, you agree that we will have the right to elect for which client we shall continue to act, and all of you hereby agree that we may continue to act for that client. Alternatively, we may elect to cease acting for either, both or any number of clients, as the circumstances require.
10. As joint clients, your obligations towards us are joint and several. Amongst other things, this means that each of you is liable for our fees in full in the event of the other client(s) not paying our fees.

Duration of instructions

11. We expect to continue to act in any matter on which we accept instructions from you until the matter is completed. You may, however, bring your instructions to an end at any time by written notice addressed to the partner of the Firm who is in charge of the matter. We may also bring instructions to an end at any time by written notice to you, but will not normally do so unless a conflict of interest arises or we consider that for any reason it would not be in our interest or yours to continue to represent you. If such a conflict arises, we will notify you promptly, and seek to manage the conflict in the best way possible. If a conflict means that we are unable to continue providing services to you, we will again inform you promptly of this, but will not be required to explain the nature or detail of the conflict itself.

12. On termination of instructions (howsoever arising) we shall be entitled to recover all fees, charges and disbursements incurred by us to the date of termination together with any fees or payments necessary so as to enable us to transfer your documents to another adviser chosen by you. Until such payment, we shall be entitled to a lien on all such documents.

13. Please note that we reserve the right to provide legal services to other persons entirely at our discretion, subject to the Law Society of Jersey Code of Conduct (the “**Code of Conduct**”).

Communications and Computer Systems

14. Unless you notify us to the contrary, we assume that you consent to e-mail being used as a means of communication between us and you, and between us and third parties. We will not, however, be liable for misdirection, interception, corruption or failure of any communication sent by e-mail, or for any computer virus transmitted by such means. You should always check that any electronic communication is free from such a virus. Whilst we use our reasonable endeavours to ensure that our computer systems are secure, we do not accept any responsibility for any failures of our, or any third-party, computer systems (including systems in the cloud) howsoever caused (including by



hacking, virus or any other data breach or activity). This includes the loss of any payments to or from us which are misdirected due to scams, which remain your responsibility. It is also your responsibility to confirm, by separate channel of communication such as a telephone call to us on a known accurate telephone number, any bank details sent or received by email or similar means.

15. We may otherwise communicate with you by telephone, text, app or written correspondence, and will use the address, telephone number or email address last communicated to us. We reserve the right to record telephone calls.

Overall responsibility and delegation

16. A partner of the Firm shall be in overall charge of your matter as detailed in the Letter of Engagement. However, in order that the work being handled for you is dealt with as expertly, efficiently and economically as possible, we may delegate aspects of our work for you to a different Partner of the practice, an Advocate, Solicitor, Barrister or other person within the Firm who has the appropriate skills.

Responsibility for other advisers

17. If we instruct lawyers or agents in other legal jurisdictions to act on your behalf, we will exercise reasonable care in selecting the lawyers or agents if we are responsible for their selection. We will not, however, be responsible for any act or omission of those lawyers or agents unless we notify you in writing that they are associates of ours and that we accept responsibility for their actions or omissions.

Estimates and quotations

18. It is hereby agreed between us that we are not required to provide any indication, estimate or quotation of the likely fees or disbursements in this matter at the outset or as the matter progresses. If you require any indication, estimate or quotation please let us know in writing and we will respond in writing. If we do give an estimate, we are



unable to provide any guarantee that the final charge will not exceed the estimate because there are many factors outside the control of the Firm, which affect the level of costs. If you would like a fixed quotation for any particular matter we will provide this as requested whenever it is practical to do so, and will be bound by it, subject to our confirmation in writing to that effect and to any conditions or assumptions set out therein. As you might expect, we are rarely in a position to estimate costs let alone fix prices for litigation services.

Fees

19. Our fees are based upon all of the time spent by fee earners dealing with the matter, such as time spent in clarifying your instructions for us to act, KYC ('Know Your Client') and AML ('Anti-Money Laundering') procedures, attending meetings, dealing with your telephone enquiries, researching the case or matter, considering and preparing documents, considering the issues relevant to the matter, attending at Court, instructing, where necessary, English or other non-Jersey Counsel and experts, travelling, as well as internal and external correspondence and meetings. As a guide, the normal hourly rates of the personnel dealing with your matter are set out in the letter accompanying these terms. We shall, however, be entitled to increase the hourly rate which would ordinarily apply, or our overall fees at any time (including at any time after our engagement has commenced and whether before or after invoices have been raised) according to the following features (all of which we shall assess in our sole discretion):-

- i. the complexity and novelty of the matter;
- ii. the specialised legal knowledge required;
- iii. the importance, monetary amount or other value of the matter;
- iv. the urgency of the matter and the place and time of day when the work is to be carried out (for example, work abroad or outside normal office hours, which are 9am to 5pm, Monday to Friday, other than Jersey Public Holidays and Bank Holidays).
- v. the risk attached to the matter or the client (including but not limited to the risk of non-payment or late-payment); and
- vi. all or any circumstances we deem relevant.

The amount of any such increase shall be within our absolute discretion, but by way of indication, we may designate (1) a “Complex/Urgent” rate of +25% for matters which are more complex or urgent than standard matters; or (2) a “Premium” rate for matters we deem to have exceptional circumstances, at up to double our standard rates. Should any such rate be deemed unenforceable in any way, that rate applicable shall be such rate as shall be deemed enforceable.

20. We record the time spent working on your matter in, and bill by reference to, units of six minutes, or multiples thereof. Tasks incurring under one unit are recorded as one unit, although we may in our discretion record part of a unit.
21. Goods and Services Tax may be payable by you on the provision of our services. Any quotations or estimates provided do not include GST, which will be added where necessary.
22. Please be aware that some insurance policies (such as household insurance policies) will provide some element of legal expenses cover which you may be able to claim to assist with the fees arising out of your matter. Such policies generally require you to obtain pre-authorisation of fees before work is done, which is your responsibility, and generally do not cover the full hourly rates charged by your lawyer. We would encourage you to check such policies to see if you are covered. Please also note, however, that as our client you remain responsible for our fees irrespective of any insurance policy or other avenue which may be available to you to seek reimbursement and we shall expect to be paid by you when our fees are due regardless of whether your insurer has paid.

Other charges

23. In addition, you shall be liable to pay us in respect of disbursements, these may include internal costs such as printing and photocopying (at 25 pence per A4 sheet for black and white, and 50 pence per A4 sheet for colour), or money paid by us to third parties on your behalf including the following non-exhaustive list of payments: Court fees, fees of barristers, expert witnesses etc. From time to time, we may ask you to deposit funds



with us in order to meet anticipated out of pocket disbursements. We will normally only request this where they amount to significant sums.

Annual review of terms and conditions and rates

24. We reserve the right to amend these terms and conditions at any time and without any prior notice to you. We will notify you of any such amendment, which will be effective immediately from the time of such notification. Our applicable fees and rates are typically reviewed once a year and any change will then be notified to you.

Regular billing

25. In order that costs do not rise to an unexpected level, we will issue you with an invoice on a regular basis, normally each month or earlier, should the matter be completed or a natural break occur in the progress of the matter. The invoice will set out a summary of the work done by the fee earner(s) dealing with the matter as well as details of other charges made as described above. In addition, you have a right to inquire and to be informed of the fees incurred and progress of the matter at any time during normal office hours.

Payment on account

26. Unless it is otherwise agreed in writing by us, it is a requirement that you make a payment to us on account towards some or all of the anticipated fees and costs of your matter. As the matter proceeds, we shall be entitled to request payment of our invoices in full or additional funds on account in order that we maintain sufficient funds on account to cover anticipated work to be done as well as work carried out but as yet unbilled. All payments on account will, of course, be credited to you when we invoice you. We shall notify you in writing of the precise amount required on account of costs and the date by which such payment ought to be made. Please note that until a payment on account has been received, we shall not regard ourselves as instructed and cannot be held liable for any failures to act in the meantime. It is your



responsibility to ensure that a payment on account is agreed and paid, or written confirmation given that this requirement is waived.

Effect of Delay in Payment of Fees or Funds on Account

27. Any delay in providing payment of sums requested on account or invoices due may have adverse effects upon a matter, since steps in that matter will not be taken by us where payment is overdue. In some cases, you should be aware that such delay might leave any action or application that you have made at risk of being struck out by the Court. Ultimately if you fail to provide funds on account, we shall be entitled to withdraw from representing you and to terminate the provision of our legal services on 24 hours' written notice to the contact address or email address which you have supplied us with.
28. Should you wish to transfer funds to us as a payment on account, please contact us for our Client account details.
29. We reserve the right to convert foreign currency remitted to the above account into sterling at the then prevailing rate, and with any costs of doing so being your responsibility.

Deduction of fees

30. Whenever we hold funds which are due or belong to you in any matter (for example where funds are payable to you on conclusion of a matter or where we hold a payment on account of costs or where we have recovered costs for you from another party), we reserve the right to deduct amounts due to us on that or any other matter from such funds and without your prior approval unless otherwise agreed between us in writing. If we hold funds for any entity beneficially owned by you, we reserve the right to hold those funds and use them at our discretion for the payment of our fees or



disbursements fee arising in any matter, in which we are instructed by you or by such entity until our fees in the other matter(s) are paid by you.

Payment, interest on late payment, personal liability

31. Our invoices are due for payment on presentation to you, which, ordinarily, shall be sent by email to the contact email address which you have supplied to us. If any invoice remains unpaid for more than seven (7) days, we reserve the right to charge interest from the date of the invoice to the date of payment at the rate of 8% above the Base Rate of the Bank of England per annum. You should note that you will remain personally liable to pay our costs even should you become entitled to reimbursement from another source (for instance, from your insurer or should the Court order some or all of your costs to be paid by another party).

Client funds

32. If we receive money to hold for you which is not in satisfaction of or on account of sums to which we are entitled, we will hold such money in our client account. We generally do not pay interest on such sums, except as required by law or the Code of Conduct. It is hereby agreed that we are not under any obligation to invest or optimise the return on any such funds or provide any particular interest or return. Further, it is hereby agreed that we will not be responsible for any loss arising from the failure of any institution where such funds are held.

Liability for costs in contentious matters

33. In the event that you win your case the Court may order the other party to the action to pay your "Taxed" or "Assessed" Costs, either on the standard (lesser) basis or the indemnity (higher) basis. It is important that you realise that these costs are invariably less (standard basis typically 20-40% less) than the fees and costs which will be incurred on your behalf by us. This is a matter of public policy to encourage parties to settle



disputes. You will still be liable for the difference between our fees and disbursements and the Taxed Costs awarded by the Court.

34. In the event that the action is not successful, and sometimes even if you are but are found to have acted unreasonably, or have not "beaten" an offer made by the other side, the Court may award costs against you. If so, you will be liable for the other parties' costs in addition to those incurred by us on your behalf. Costs are always within the discretion of the Court and we offer no guarantee in relation to them.

Our limitation of liability

35. We hold a policy of professional indemnity insurance in compliance with our Law Society requirements. Your instructions are to the Firm, and no member of the Firm, partner, employee or consultant shall be responsible or liable to you in relation to the services provided by the Firm, and you agree that you shall not commence any action or claim against any member, partner, employee or consultant of the Firm. Any claim, award or judgment against the Firm shall be enforceable only against the assets and property of the Firm.
36. It is an express condition of our retainer that we shall not be liable to any client for any claim or claims in excess of an aggregate sum of £3 million sterling (including and without limitation any damages, costs, interest associated with any claim) and any such excess liability is excluded. If you consider the £3 million sterling figure to be inadequate, you must let us know at the outset of your matter and we will investigate whether we can provide additional cover for an additional fee to be paid by you.
37. The Firm will not be liable for any indirect or consequential loss, or any loss of anticipated profit or other benefit. The firm will equally not be liable for any loss or damage brought about by any extraordinary events or circumstances which are beyond our control including those arising from epidemic/pandemic, war, industrial strikes or other actions, riot, extreme weather, insurrection or acts of God ("*force majeure*").

38. In the event that we, or any member, partner, consultant or employee of the Firm, have worked on your affairs with or in addition to another firm or sub-contractor, and there is any claim or claims, our liability remains limited to £3 million.

Your documents and papers

39. Once the matter upon which you have instructed us is completed, and you have paid our invoices, we shall upon your request return all original documents. We reserve the right to, and it is agreed between us, that we may retain and/or provide your documents in an electronic format only. It is hereby agreed that we will retain your files and records (in physical or electronic form at our choice) for an 11-year period only.

40. We are required by law in most cases to obtain from you documentary information relating to you generally, your identity and of other persons connected to you, your/their source of wealth, your/their source of funds and other regulatory “know your client” documentation. You agree that we may also obtain reports on these matters at your cost. If you do not provide us with such information and documentation, as and when required and in a form acceptable to us, we may without any liability terminate the engagement with you with immediate effect. If, as a result of compliance with anti-money laundering legislation, the Firm is obliged to do, or to refrain from doing, anything in relation to your matter, then the Firm shall not be liable for any consequences of so doing or so refraining.

41. If your matter is at the stage of live litigation, or may one day be so, please be aware of your ongoing obligation to retain and in due course produce all relevant documentation which is to be disclosed at the appropriate stages of proceedings (a process known as “disclosure” or “discovery”). The court’s current test of relevance is very wide and includes not only all documents which are relevant or may be relevant to your case, but also those which may lead to a train of enquiry which may lead to the discovery of such documents. Destroying such documents is likely to harm your case, because the court may make adverse inferences against you in the absence of their production. Such documents to preserve may include information in physical paper form, in electronic form (emails, electronic documents, metadata, audio or video recordings etc.), and will include both those documents which are helpful to your

case and those which are unhelpful or which support another party's (or prospective party's) case. If there are multiple copies of documents, none must be destroyed, altered or deleted. You must therefore at all times keep safe such documents, data and information, which will need to be reviewed and in due course may possibly form the basis of your disclosure in proceedings. This also applies to documents, information and data which are not in your personal safekeeping or control but which you have a legal right to obtain or access. If you are in any doubt you should raise your query with us as soon as possible. Please make sure that all relevant people who need to be made aware of this requirement to preserve your documents, information and data (including employees, contractors and third parties) are so made aware immediately.

Website, knowhow and intellectual property

42. All of the documents and information which we hold on our computer systems (including externally such as on cloud systems) are the property of the Firm alone, and you acknowledge that you have no right to access or use the same beyond your data protection rights at law. We may charge for time spent on knowhow or research even if we have previously obtained or undertaken it for another matter. The website of the Firm, and the contents thereof, provide general information only and are not intended to nor do they constitute legal advice, and must therefore not be relied upon for such purposes. We neither accept responsibility for nor endorse the contents of any third-party websites, including those linked from the Firm's website.

Data Protection

43. The Firm is registered as a controller and processor of personal data relating to our clients and others. We only process such information in accordance with our legal obligations. As such, we will not sell your personal data to third parties, though we may provide it to our own agents or service providers for marketing purposes or share it with organisations with which we are working on joint marketing initiatives (e.g. joint seminars, publications or events). You may opt out of receiving marketing materials or communications at any time in writing to us, but otherwise you hereby consent and opt in to all marketing conducted by the Firm (including joint marketing) or any



company which is owned by it or any of its partners, until you have told us you wish to opt out. We would ask you not to opt out of our marketing as it is important for our business and we try to make sure that it is relevant to you and that we moderate the frequency with which we contact you.

44. You consent to us using your personal data. If you do not wish us to use any of your personal data, you must not provide it to us. You may request and receive copies of any personal data which we hold about you, or request that we correct any inaccuracies in the same in accordance with Jersey law.

Complaints

45. If you have any complaint about the service which we have provided and you are unable to resolve this with the individual dealing with the work, or with the Partner in charge of your matter, you should write without delay to another Partner of the Firm setting out the nature of your complaint. We take the matter of complaints very seriously hence every effort will be made to deal with the complaint promptly.
46. In the event that the complaint is not resolved to your satisfaction the matter can be referred to the Jersey Law Society by contacting the Secretary.

Law and jurisdiction

47. The invalidity, illegality or unenforceability of any part of this document shall not affect the remainder, and all other provisions hereof will accordingly remain in full force and effect.
48. The relationship between the Firm and you as the client is governed by Jersey law, and, in the event of any dispute arising, the parties agree to submit to the non-exclusive jurisdiction of the Courts of Jersey.